

ENTERED

February 06, 2023

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CLEVELAND INTEGRITY SERVICES INC., <i>et al.</i> , ¹	)	Case No. 23-90052 (CML)
)	
Debtors.	)	(Jointly Administered)
	)	Re: Docket No. 14

**ORDER (A) APPROVING BIDDING
PROCEDURES AND DESIGNATING A STALKING
HORSE BIDDER, (B) SCHEDULING A BID DEADLINE,
AUCTION DATE, AND SALE HEARING AND APPROVING THE
FORM AND MANNER OF NOTICE THEREOF, AND (C) APPROVING
CURE PROCEDURES AND THE FORM AND MANNER OF NOTICE THEREOF**

Upon the motion (the “Motion”),² filed by Cleveland Integrity Services, Inc. (“CIS”) and CIS Treasury, LLC (“Treasury”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for entry of an order pursuant to 11 U.S.C. §§ 363 and 365 and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (a) approving the bidding procedures attached hereto as **Exhibit 1** (the “Bidding Procedures”), (b) designating an acquisition entity formed by Owl Rock Capital Corporation, or its designee(s), as the Stalking Horse Bidder and scheduling the bid deadline, auction date, and sale hearing (the “Sale Hearing”) and approving the form and manner of notice thereof; and (c) approving procedures to cure any default pursuant to section 365(b)(1) of the Bankruptcy Code and the form and manner of notice thereof; and the Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. § 1334; and this being a core proceeding pursuant to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: CIS Treasury, LLC (8509) and Cleveland Integrity Services Inc. (9258). The Debtors’ service address is: 370690 East Old Highway 64, Cleveland, Oklahoma 74020.

² Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Motion.

28 U.S.C. § 157(b)(2)(A), (M), (N), and (O); and it appearing that notice of the Motion and the emergency hearing thereon was sufficient under the circumstances, and that no other or further notice is required; and the Court having determined that the procedural relief requested in the Motion is in the best interests of the Debtors and their estates, and good and sufficient cause having been shown, the Court hereby further finds as follows:

(a) The Debtors have articulated good and sufficient reasons for (i) approving the Bidding Procedures, (ii) designating the Stalking Horse Bidder under the terms of its proposed APA, (iii) approving the manner of notice of the Motion, and establishing the Bid Deadline, the Auction, the Sale Hearing, and the assumption and assignment of the Assumed Contracts and proposed cure relating thereto, and (iv) scheduling the Sale Hearing;

(b) The Bidding Procedures are reasonable and appropriate and represent the best method for maximizing the realizable value of the Debtors' assets in part, in total, or as a going concern transaction; and

(c) Any objections that have not been previously resolved or withdrawn are overruled on the merits.

IT IS HEREBY ORDERED AS FOLLOWS:

1. The Bidding Procedures attached hereto as **Exhibit 1** are **APPROVED** as set forth herein.

2. Within three (3) business days after entry of this Order, the Debtors shall serve copies of this Order, including (i) a copy of the Bidding Procedures attached hereto as **Exhibit 1**, and (ii) the notice of Bid Deadline, Auction, and Sale Hearing substantially in the form attached hereto as **Exhibit 2** (the "Sale Notice") (collectively, the "Bid Package"), electronically or via first class U.S. mail, postage prepaid, upon the following (collectively, the "Bid Notice Parties"):

- (a) all potential buyers previously identified or solicited by the Debtors or Piper Sandler & Co. ("Piper Sandler") and any additional parties who have previously expressed an interest to the Debtors or Piper Sandler in potentially acquiring the Assets;
- (b) other potentially interested parties identified by the Debtors or their advisors;

- (c) counsel to Owl Rock Capital Corporation, the administrative and collateral agent under the Debtors' prepetition credit agreement ("Owl Rock") and their prepetition lenders (collectively, the "Prepetition Lenders," and together with Owl Rock, the "Prepetition Secured Parties");
- (d) the U.S. Trustee;
- (e) counsel to any statutory committee;
- (f) counterparties to the Debtors' executory contracts and unexpired leases;
- (g) any parties that have asserted a lien or security interest against or any other interest in, including, without limitation, preferential purchase rights or rights of first refusal on, any of the Debtors' assets;
- (h) any taxing authorities related to the Debtors' assets; and
- (i) all parties who have requested notice in this case.³

3. On or before **February 10, 2023**, the Debtors shall file a notice of the proposed Sale Order ("Notice of Proposed Sale Order"), and shall make such Sale Order available to any and all Potential Bidders.

4. On or before **February 10, 2023**, the Debtors shall file with the court an initial schedule of executory contracts and unexpired leases that may be assumed and assigned as part of the Proposed Sale (the "Potential Assumed Contracts"). Concurrently therewith, the Debtors shall serve a cure notice substantially in the form attached hereto as **Exhibit 3** (the "Cure Notice") upon each counterparty to the Potential Assumed Contracts (each, a "Counterparty"). The Cure Notice shall identify the amounts, if any, that the Debtors believe are owed to each Counterparty to a Potential Assumed Contract in order to cure any defaults that may exist under such contract (the "Cure Amount"). Pursuant to the Bidding Procedures Order, the Cure Notice shall also state the applicable date, time, and place of the Auction and Sale Hearing, and provide the date and time by which any objection to: (i) the assumption and

³ All such entities will also be served by email to the extent the Debtors, Piper Sandler or Donlin Recano, the Debtors' notice agent, have email addresses for such parties.

assignment of the applicable Potential Assumed Contract on the basis of lack of adequate assurance of future performance under section 365(b)(1) (an “Adequate Assurance Objection”); or (ii) the Cure Amount must be filed and served by the Counterparty (a “Cure Objection”). The deadline for Cure Objections and Adequate Assurance objections with respect to the Stalking Horse Bidder shall be **February 24, 2023, at 4:00 p.m. CT**, and the deadline for Adequate Assurance Objections with respect to any Successful Bidder other than the Stalking Horse Bidder shall be **March 8, 2023, at 4:00 p.m. CT**.

5. Prior to the commencement of the Sale Hearing and no later than **4:00 p.m. Central Time on March 9, 2023**, the Debtors shall file with the Court a schedule (the “Assumed Contract Schedule”) of executory contracts and unexpired leases elected to be assumed by the Successful Bidder (the “Assumed Contracts”). At the Sale Hearing, the Debtors shall seek authority to assume and assign the Assumed Contracts to the Successful Bidder effective as of the closing of the Proposed Sale; *provided, however*, that the Successful Bidder may add or remove any Potential Assumed Contracts from the Assumed Contract Schedule at any time up to the closing of the Proposed Sale. The counterparty to any Potential Assumed Contract that is added or removed from the Assumed Contract Schedule shall be notified of such change by written notice via first class U.S. mail by no later than two (2) business days from such determination.

6. Any objections to a Proposed Sale, including a Cure Objection to the proposed Cure Amount set forth in the Cure Notice or an Adequate Assurance Objection with respect to the Stalking Horse Bidder, must be (a) in writing, (b) state the basis for such objection with specificity, (c) conform to the Bankruptcy Rules and Local Rules of the Southern District of Texas, and (d) be filed no later than **4:00 p.m. Central Time on February 24, 2023** (the “Sale”).

Objection Deadline”). Any further other objections to the proposed assumption and assignment, including Adequate Assurance Objections with respect to a Successful Bidder other than the Stalking Horse Bidder, shall be filed no later than **4:00 p.m. Central Time on March 8, 2023**.

7. If at any time after service of the Cure Notice and before closing of the proposed Sale the Debtors identify additional Potential Assumed Contracts not included in the initial Cure Notice, the Debtor shall serve a supplemental Cure Notice on the counterparties to the additional Potential Assumed Contracts and such Counterparties shall have until the later of (i) the Sale Objection Deadline; or (ii) fourteen (14) days from service of the supplemental Cure Notice to object to the inclusion of the additional Potential Assumed Contract on the Assumed Contract Schedule or the proposed Cure Amount.

Bidding Procedures and Auction

8. The Bidding Procedures, attached hereto as **Exhibit 1** and incorporated herein by reference as if fully set forth herein, are hereby approved and shall govern the bidding and Auction proceedings. Owl Rock (or its designee) is hereby designated as Stalking Horse Bidder on the terms set forth in the APA attached hereto as **Exhibit 4**. The Debtors shall pay or otherwise incur no break-up fee or expense reimbursement to the Stalking Horse Bidder without further order of the Court.

9. The Bid Deadline shall be **March 1, 2023, at 4:00 p.m. Central Time**, Qualified Bidders will be notified by March 3, 2023, and deposits will be returned to non-Qualified Bidders by March 6, 2023.

10. An Auction is scheduled to take place on **March 6, 2023**, commencing at **10:00 a.m. Central Time** at the offices of Gray Reed, 1300 Post Oak Blvd., Suite 2000,

Houston, TX 77056. Immediately following the conclusion of the Auction (if any), the Debtors shall file with the Court a notice setting forth the results of the Auction.

11. The Debtors are authorized to terminate the bidding process or the Auction at any time if they determine, in their business judgment and with the consent of the Prepetition Secured Parties, that the bidding process will not maximize value for the Debtors' estates, with notice of such termination to be filed of record with the Court.

Sale Hearing and Objections to the Proposed Sale

12. The Court shall commence the Sale Hearing on **March 10, 2023, at 1:00 p.m. Central Time** in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, 515 Rusk Street, Courtroom 401, Houston, Texas 77002, at which time the Court shall consider the Motion, the proposed Sale, and confirm the results of the Auction, if any.⁴

13. Objections, if any, to the Motion and the Proposed Sale (a "Sale Objection") shall be filed with the Bankruptcy Court and served on the following parties so as to be actually received no later than **4:00 p.m. Central Time on February 24, 2023** (the "Sale Objection Deadline"): (i) counsel to the Debtors, Gray Reed, 1300 Post Oak Blvd., Suite 2000, Houston, TX 77056, Attn: Jason S. Brookner, Aaron M. Kaufman, Lydia R. Webb, Amber M. Carson, and London England (jbrookner@grayreed.com, akaufman@grayreed.com, lwebb@grayreed.com, acarson@grayreed.com, lengland@grayreed.com); (ii) counsel to Owl Rock, Proskauer Rose LLP, Attn: David M. Hillman (dhillman@proskauer.com) and Megan R. Volin (mvolin@proskauer.com); (iii) counsel to any statutory committee; and (iv) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston,

⁴ As set forth in the Bidding Procedures, the Debtors may cancel the Sale Hearing if the Alternative Transaction is ultimately accepted.

TX 77002, Attn: Ha Nguyen (ha.nguyen@usdoj.gov) and Alicia Barcomb (Alicia.Barcomb@usdoj.gov).

14. The failure to timely file and serve a Sale Objection by the Sale Objection Deadline shall be a bar to the assertion prior to, at the Sale Hearing, or thereafter, of any such objection to the Motion, the Sale, the Debtors' consummation of the Proposed Sale, or the proposed assumption and assignment of any executory contracts or unexpired leases. Failure to file and serve a Sale Objection by the Sale Objection Deadline shall be deemed to be consent to the Sale for purposes of Bankruptcy Code section 363(f) and a waiver of any preferential purchase rights or other similar rights to acquire any of the Debtors' assets.

15. The Sale Hearing may be adjourned by the Debtors, in consultation with the Successful Bidder (defined below) and any statutory committee, and with the consent of Owl Rock, from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment made in open court.

Additional Provisions

16. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), 7062, 9014 or otherwise or any Local Rules of this Court, the terms and conditions of this Order are immediately effective and enforceable upon their entry.

17. Nothing in this Order or the Bidding Procedures shall modify or alter any of the provisions of the DIP Orders and the DIP Documents (each as defined in the DIP Motion) or the rights of the Prepetition Secured Parties thereunder.

18. In the event of any inconsistencies between this Order and the Bidding Procedures, the Bidding Procedures shall govern. The failure to include or reference a particular

provision of the Bidding Procedures in this Order shall not diminish or impair the effectiveness or enforceability of such a provision.

19. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

20. The Order shall be binding and inure to the benefit of the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

21. All time periods set forth in this Order or the Bid Procedures shall be calculated in accordance with Bankruptcy Rule 9006(a).

22. To the extent that this Order is inconsistent with the Motion or Bid Procedures, the terms of this Order shall control.

23. This Court retains exclusive jurisdiction with respect to all matters arising from or

Signed: February 06, 2023



Christopher Lopez
United States Bankruptcy Judge

Exhibit 1

Bidding Procedures

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CLEVELAND INTEGRITY SERVICES INC., <i>et al.</i> , ¹	)	Case No. 23-90052 (CML)
)	
Debtors.	)	Jointly Administered
)	

BIDDING PROCEDURES

Set forth below are the bidding procedures (the “Bidding Procedures”) to be used with respect to a proposed transaction (“Transaction”) with respect to: (A) a sale of substantially all or a smaller portion of the assets of Cleveland Integrity Services Inc. and CIS Treasury, LLC, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) as a going concern (the “Proposed Sale”), or (B) a restructuring transaction under a confirmed joint chapter 11 plan of reorganization or otherwise (an “Alternative Transaction”). The Transaction contemplated by these Bidding Procedures is subject to competitive bidding as set forth herein and approval by the Bankruptcy Court (as defined herein) pursuant to either (x) Sections 363 and 365 of title 11 of the United States Code (the “Bankruptcy Code”) or (y) a confirmed chapter 11 plan of reorganization.

On January 29, 2023, the Debtors filed their *Emergency Motion for (I) an Order (A) Approving Bidding Procedures and Designating a Stalking Horse Bidder; (B) Scheduling a Bid Deadline, Auction Date, and Sale Hearing and Approving the Form and Manner of Notice Thereof, and (C) Approving Cure Procedures and the Form and Manner of Notice Thereof; (II) an Order Approving the Sale of Substantially all of the Debtors’ Assets Free and Clear of Liens, Claim and Interests; and (III) Related Relief* [Docket No. __] (the “Sale Motion”). On January 30, 2023, the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”) entered its *Order (A) Approving Bidding Procedures and Designating a Stalking Horse Bidder; (B) Scheduling a Bid Deadline, Auction Date, and Sale Hearing and Approving the Form and Manner of Notice Thereof, and (C) Approving Cure Procedures and the Form and Manner of Notice Thereof* [Docket No. __] (the “Bidding Procedures Order”), approving these Bidding Procedures.

The Bidding Procedures set forth herein describe, among other things, the manner in which bidders and bids become “Qualified Bidders” and “Qualified Bids,” respectively, the receipt and negotiation of bids received, the conduct of any Auction (as defined herein), the ultimate selection of the Successful Bidder (as defined herein) and the Bankruptcy Court’s approval thereof (collectively, the “Bidding Process”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: CIS Treasury, LLC (8509) and Cleveland Integrity Services Inc. (9258). The Debtors’ service address is: 370690 East Old Highway 64, Cleveland, Oklahoma 74020.

Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Sale Motion.

I. Key Dates

The Debtors and Piper Sandler & Co. (“Piper Sandler”) have already begun the marketing process. Before being provided with any diligence materials, interested parties must sign and return a confidentiality agreement, in a form acceptable to the Debtors in their sole discretion (a “Confidentiality Agreement”). **Requests for a Confidentiality Agreement should be made to Sanjiv Shah, Piper Sandler & Co., 609 Main Street, Suite 3800, Houston, TX 77002, sanjiv.shah@psc.com.** Once an interested party signs and returns a Confidentiality Agreement to Piper Sandler, it will receive access to an electronic data room. Further diligence information is set forth in Section VIII, below.

The key dates and deadlines are as follows:²

January 30, 2023	Hearing to approve Bidding Procedures
February 10, 2023	Deadline to file initial Cure Notice and Notice of Proposed Sale Order
February 24, 2023, at 12:00 p.m. (prevailing Central Time)	Sale Objection Deadline, including Cure Objections and Adequate Assurance Objections with respect to the Stalking Horse Bidder
March 1, 2023, at 4:00 p.m. (prevailing Central Time)	Bid Deadline to submit Qualified Bids
March 3, 2023, at 4:00 p.m. (prevailing Central Time)	Notifications to Qualified Bidders
March 6, 2023	Deadline to return deposits to non-Qualified Bidders
March 6, 2023, at 10:00 a.m. (prevailing Central Time)	Auction (if more than one Qualified Bids is received)
March 7, 2023, at 4:00 p.m. (prevailing Central Time)³	Deadline to file Notice of Successful Bidder
March 8, 2023, at 4:00 p.m. (prevailing Central Time)	Deadline for Adequate Assurance Objections with respect to any Successful Bidder other than the Stalking Horse Bidder
March 9, 2023, at 4:00 p.m. (prevailing Central Time)	Deadline to file Assumed Contract Schedule
March 10, 2023, at __: __.m. (prevailing Central Time)⁴	Sale Hearing, to approve the results of the Auction

² All capitalized terms listed below but not yet defined shall have the meaning ascribed further below or in the Sale Motion.

³ The Bidding Procedures provide that the deadline to file the Notice of Successful Bidder is the later of: (i) March 7, 2023, at 4:00 p.m.; and (ii) 24 hours after the conclusion of the Auction.

II.

Sale of Assets or Going Concern Transaction

The Debtors are entertaining bids for a Proposed Sale. The Debtors may enter into one Transaction or several Transactions with multiple parties, depending upon the bids received.

In addition, (i) the Successful Bidder(s) in any Proposed Sale shall assume the assumed liabilities as may be set forth in any purchase agreement and (ii) the Debtors shall assume and assign the assumed contracts to such Successful Bidder(s), as may be set forth in any purchase agreement(s) accepted by the Debtors.

III.

“As Is, Where Is”

Any Transaction(s) entered into by the Debtors shall be on an “as is, where is” basis and without representations or warranties of any kind, nature, or description by the Debtors, their agents, or estates, except as may be set forth in a purchase agreement(s) with a Successful Bidder(s) or joint chapter 11 plan, approved by the Bankruptcy Court.

IV.

Free of Any and All Claims and Interests

Except as may be provided in the Successful Bidder’s APA, any Transaction entered into by the Debtors shall be free and clear of all liens, claims, interests, and encumbrances (collectively, the “Claims and Interests”), with such Claims and Interests to attach to the net proceeds of the sale.

V.

Participation and Bid Requirements

Any person or entity who wishes to participate in the Bidding Process (a “Potential Bidder”) must become a Qualified Bidder. As a prerequisite to becoming a Qualified Bidder, a Potential Bidder must deliver the following documents to the Debtors, Piper Sandler, and counsel to any statutory committee (the “Committee”), at the addresses set forth below, no later than the Bid Deadline (as defined below), in a form and substance acceptable to the Debtors and their advisors (the “Required Bid Documents”):

- (a) Evidence of the Potential Bidder’s financial ability to close a Transaction, in a form and substance acceptable to the Debtors in their discretion in consultation with the Consultation Parties. Such evidence may take the form of, among other things, current audited financial statements, bank statements, evidence of a non-contingent financing commitment, or such other documentation as the Debtors may accept in their sole discretion;

⁴ If the Debtors ultimately decide to pursue an Alternative Transaction, the Sale Hearing will be cancelled, and the Debtors will promptly file a joint chapter 11 plan and pursue confirmation thereof.

- (b) A letter stating that the Potential Bidder's offer is irrevocable until immediately following the closing of the Sale or confirmation of a chapter 11 plan, as applicable, and setting forth (i) the nature of the proposed Transaction, and if a Proposed Sale, whether such is a going concern or asset sale, which specifically identifies the assets or groups of assets to be purchased, and which includes the proposed consideration and the liabilities (if any) to be assumed, (ii) any assets or liabilities expected to be excluded from the Sale, and (iii) the structure and financing of the Transaction (including, but not limited to, the sources of financing);
- (c) If a Proposed Sale, a binding, executed, and definitive copy of the form Asset Purchase Agreement attached to the Sale Motion (the "APA"), together with all schedules thereto (a "Marked APA") marked to show changes to the APA and schedules that the Potential Bidder proposes, including the purchase price in U.S. dollars for each asset or group of assets subject to the applicable bid;
- (d) If an Alternative Transaction, an executed binding term sheet (the "Term Sheet"), together with such additional information as may be necessary to fully describe the elements of the proposed Alternative Transaction, including the consideration to be paid, which must include cash equal to or greater than \$30,100,000, plus the incremental costs of the approval and consummation of the Alternative Transaction, including (but not limited to) the negotiation, drafting, solicitation, confirmation and consummation of a chapter 11 plan, as determined by the Debtors;
- (e) A good faith earnest money cash deposit (the "Deposit") in an amount equal to 10% of the total cash consideration of the proposed Transaction; *provided* that if the bidder increases its bid at the Auction and is the Successful Bidder or Backup Bidder, such bidder must increase its Deposit to be equal to 10% of the proposed cash consideration submitted at the Auction within three business days after the Auction; *provided, further*, that notwithstanding anything to the contrary in these Bidding Procedures the Stalking Horse Bidder shall not be required to provide a Deposit;
- (f) Information providing adequate assurance of future performance under all contracts and leases proposed to be assumed and assigned to the bidder, including (i) information about the bidder's financial condition, such as federal tax returns, a current financial statement, or bank account statements, (ii) the identity and exact name of the bidder, and (iii) such additional information regarding the bidder as the bidder may elect to include, which information may be disseminated to Counterparties in the event the Debtors determine such bid to be a Qualified Bid;
- (g) Evidence of corporate authority to enter into the Transaction;
- (h) An executed Confidentiality Agreement; and
- (i) Any additional information reasonably requested by the Debtors.

VI.

Qualified Bidders and Qualified Bids

A Potential Bidder (i) who delivers the documents described in Section V above, (ii) whose financial information and credit-quality support or enhancement demonstrate the financial capability of such Potential Bidder to consummate the Transaction if selected as the Successful Bidder, (iii) who the Debtors determine is likely (based on availability of financing, experience, and other considerations) to consummate the Transaction within the time frame provided by the APA or otherwise applicable in the above-captioned chapter 11 cases (the “Cases”), and (iv) whose bid constitutes a “**Qualified Bid**” pursuant to these Bidding Procedures, shall be deemed a “**Qualified Bidder**.” The Debtors will determine whether a Potential Bidder is a Qualified Bidder after consulting with the Consultation Parties. By March 3, 2023, the Debtors will notify Potential Bidders if they are Qualified Bidders, and will provide copies of all Qualified Bids to the Committee. As set forth in Section IX below, an acquisition entity formed by Owl Rock Capital Corporation, or its designee(s), as the designated Stalking Horse Bidder, are deemed to be Qualified Bidders.

A bid (other than the Stalking Horse Bid) that contemplates a Transaction or Alternative Transaction will be deemed a “Qualified Bid” and considered by the Debtors only if the bid satisfies the following requirements:

- (a) is on terms and conditions (other than the amount of the consideration and the particular liabilities being assumed) that are substantially similar to, and are not materially more burdensome or conditional to the Debtors than, those contained in the APA;
- (b) clearly identifies (a) the particular Assets to be purchased, (b) the liabilities and obligations to be assumed, and (c) whether the bidder intends to operate the Debtors’ business as a going concern, or to liquidate the business.
- (c) clearly sets forth the purchase price to be paid for the Assets to be purchased, and proposes a purchase price in cash equal to or greater than: (i) with respect to a Transaction, \$30,100,000, or (ii) with respect to an Alternative Transaction, \$30,100,000, plus the incremental costs of the approval and consummation of the Alternative Transaction, including (but not limited to) the negotiation, drafting, solicitation, confirmation and consummation of a chapter 11 plan, as determined by the Debtors.
- (d) contains no contingencies of any type, other than Bankruptcy Court approval of the Transaction and any applicable regulatory conditions;
- (e) is not conditioned upon any bid protections (such as a topping fee, termination fee, expense reimbursement, or similar type of payment);
- (f) contains an acknowledgement and representation that the bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Debtors and their assets and businesses prior to making its offer, (ii) has relied solely upon its own independent review, investigation and/or inspection of any

documents and/or the businesses and assets of the Debtors in making its bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Debtors' businesses or assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the APA, the Marked APA or the Term Sheet;

- (g) includes a list of assumed contracts and assumed liabilities (if any), and a commitment to consummate the Transaction and the assumption of the assumed contracts and liabilities (if any) within no more than fourteen (14) days after the entry of the Bankruptcy Court's order approving the Transaction, and provides that the bidder will be responsible for any Cure Amounts associated with such assumption;
- (h) identifies each regulatory and third-party approval required for the bidder to consummate the Transaction, if any, and the time period within which the bidder expects to receive such regulatory and third-party approvals;
- (i) discloses (i) the identity of the Potential Bidder and each entity participating in the Transaction in connection with the Potential Bidder and the complete terms of such participation, and (ii) any other term sheets and other written or oral understandings between the Potential Bidder and its affiliates on one hand, and any insider (as defined in section 101(31) of the Bankruptcy Code) of the Debtors, on the other; and
- (j) is received by the Bid Deadline.

All bids for a Transaction or Alternative Transaction must contemplate payment in cash, equal to or greater than (i) with respect to a Transaction, \$30,100,000, or (ii) with respect to an Alternative Transaction, \$30,100,000, plus the incremental costs of the approval and consummation of the Alternative Transaction, including (but not limited to) the negotiation, drafting, solicitation, confirmation and consummation of a chapter 11 plan, as determined by the Debtors, in full, upon the closing of the Transaction (other than the Stalking Horse Bid) or Alternative Transaction, as applicable. Any bid (other than the Stalking Horse Bid) that is not for cash, and does not otherwise comply with the above requirements, shall not be deemed to be a Qualified Bid.

Notwithstanding the foregoing, the Debtors shall have the right, in their sole discretion, and in the exercise of their business judgment, after consultation with the Consultation Parties, to entertain bids that do not conform to one or more of the requirements specified herein and deem such bids to be Qualified Bids, and to discuss bids with Potential Bidders to ensure that Potential Bidders satisfy the requirements herein; *provided, however*, that the Debtors shall not modify the requirements set forth in Section VI(c) of these Bidding Procedures. A Qualified Bid will be valued, among other things, based upon factors such as the net value provided by such bid, the likelihood and timing of consummating the Transaction in question, and any other factors that the Debtors may deem relevant to the Transaction.

For the avoidance of doubt, the Stalking Horse Bidder is a Qualified Bidder.

Between the times the Debtors notify a Potential Bidder that it is a Qualified Bidder and the Auction, the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the consideration contemplated by the Qualified Bid, or otherwise enhance the terms of the Qualified Bid.

The Debtors reserve the right to cancel the Auction (as defined below) if the Debtors do not receive at least one Qualified Bid, in addition to the Stalking Horse Bid, before the Bid Deadline. In such event, the Debtors will file a notice cancelling the Auction with the Bankruptcy Court.

By submitting a bid, a Potential Bidder warrants and represents that it is a principal acting on its own behalf, and not as a broker, finder, or agent acting on another's behalf. Such Potential Bidder acknowledges that it will not look to the Debtors or Piper Sandler for the payment of any fee or commission. In addition, each Potential Bidder agrees to be responsible for the payment of any fee, commission, or other compensation payable to any broker, finder, or agent who alleges it has dealt with or through such Potential Bidder.

VII.

Bid Deadline and Bid Recipients

A Qualified Bidder (other than the Stalking Horse Bidder) who desires to make a bid shall deliver written copies of its bid to each of the following, **no later than 4:00 p.m. Central Time on March 1, 2023** (the "Bid Deadline"):

(1) Debtors' Counsel:

Gray Reed
1300 Post Oak Blvd.
Suite 2000
Houston, TX 77056
Attn.: Jason S. Brookner, Aaron M. Kaufman,
Lydia Webb, Amber M. Carson, and
London England
Email: jbrookner@grayreed.com
akaufman@grayreed.com
lwebb@grayreed.com
acarson@grayreed.com
lengland@grayreed.com

(2) Debtors' Financial and Marketing Advisor:

Piper Sandler & Co.
609 Main Street, Suite 3800
Houston, TX 77002
Attn: Sanjiv Shah
Email: Sanjiv.shah@psc.com

VIII. Due Diligence

Following execution of a Confidentiality Agreement, each interested party shall have an opportunity to perform due diligence with respect to the Debtors' businesses and assets. Due diligence access may include management presentations as may be scheduled by the Debtors, on-site inspections, and such other matters which an interested party may reasonably request and as to which the Debtors, in their sole discretion, may agree. The Debtors shall designate an employee or other representative to coordinate all reasonable requests for additional information and due diligence access from interested parties. No due diligence shall continue after the Bid Deadline. The Debtors may, in their discretion, coordinate diligence efforts such that multiple interested parties have simultaneous access to due diligence materials and/or simultaneous attendance at management presentations or site inspections.

All diligence requests should be made to Sanjiv Shah of Piper Sandler & Co., 609 Main Street, Suite 3800, Houston, TX 77002, sanjiv.shah@psc.com.

Each Qualified Bidder shall be deemed to acknowledge and represent that it: (i) has had an opportunity to conduct any and all due diligence regarding the Debtors' businesses and assets prior to making its offer, (ii) has relied solely upon its own independent review, investigation, and inspection of any documents and the businesses and assets in making its bid, (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, regarding the business or assets, or the completeness of any information provided in connection therewith, the Bidding Process or the Auction (as defined herein), except as expressly stated in the definitive agreement with such Successful Bidder approved by the Bankruptcy Court, and (iv) has not engaged and will not engage in collusion in connection with the bidding process at any time.

IX. Stalking Horse Designation

In the exercise of their business judgment, the Debtors have selected an acquisition entity formed by Owl Rock Capital Corporation, the administrative and collateral agent under the Debtors' prepetition credit agreement ("Owl Rock") and their prepetition lenders (collectively, the "Prepetition Lenders," and together with Owl Rock, the "Prepetition Secured Parties"), or their designee(s), as the stalking horse bidder (the "Stalking Horse Bidder") pursuant to the terms of the APA attached to the Bidding Procedures Order (the "Stalking Horse Bid"). The Debtors will not incur or pay a break-up fee to the Stalking Horse Bidder.

X.
Auction

If the Debtors receive more than one Qualified Bid, an auction (the “Auction”) will be conducted, upon notice to all Qualified Bidders who have submitted Qualified Bids, at **10:00 a.m. Central Time on March 6, 2023**, at the offices of Gray Reed, 1300 Post Oak Boulevard, Suite 2000, Houston, Texas 77056, with remote dial-in accommodations as necessary, in accordance with the following procedures:

- (a) Only the following persons shall be entitled to attend the Auction: (i) professionals and principals or members of the Debtors, including Piper Sandler; (ii) professionals and principals or members of the Stalking Horse Bidder; (iii) professionals and principals or members of any Qualified Bidder who has timely submitted a Qualified Bid; (iv) counsel to the Committee and one Committee representative; and (v) the United States Trustee for the Southern District of Texas (the “U.S. Trustee”). The Auction shall be conducted by the Debtors or their professionals. Only Qualified Bidders will be entitled to make any Subsequent Bids (as defined below) at the Auction.
- (b) At the commencement of the Auction, Qualified Bidders in attendance will be informed which Qualified Bid or combination of Qualified Bids the Debtors believe is the highest or otherwise best offer(s), and from which bidding will begin (the “Baseline Bid”).
- (c) All Qualified Bidders shall be entitled to be present for all Subsequent Bids (as defined below) with the understanding that the true identity of each bidder shall be fully disclosed to all other bidders and that all material terms of each Subsequent Bid shall be fully disclosed to all Qualified Bidders throughout the entire Auction.
- (d) The Debtors may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (*e.g.*, the amount of time allotted to make Subsequent Bids) for conducting the Auction, *provided* that such rules are not inconsistent with these Bidding Procedures, the Bankruptcy Code, or any order of the Bankruptcy Court entered in connection herewith, and after consulting with the Consultation Parties regarding the same.
- (e) Bidding at the Auction shall begin with the Baseline Bid. Thereafter, the minimum bidding increment (the “Subsequent Bids” and each a “Subsequent Bid”) shall be \$100,000 (which increments may be increased or decreased by the Debtors, in their discretion, in consultation with the Consultation Parties, depending on the nature of the Transactions presented).
- (f) A Subsequent Bid must comply with the requirements for a Qualified Bid set forth above. Any Subsequent Bid must remain open and binding on the

bidder unless and until the Debtors accept a higher and better Subsequent Bid.

- (g) The Auction shall continue in one or more rounds of bidding. During each round of bidding, each Qualified Bidder will be given one opportunity to submit a Subsequent Bid. To qualify for the next round of bidding, each Qualified Bidder, with full knowledge and written confirmation of the then-existing highest bid or bids, must submit a Subsequent Bid within the time allotted by the Debtors to do so. The Debtors reserve the right, in exercising their business judgment and in consultation with the Consultation Parties, to increase or decrease time limitations as necessary to facilitate the highest and best value for the estate. The Auction will conclude when only one Qualified Bidder has qualified for the next round of bidding.

The Debtors reserve the right, in the exercise of their business judgment and in consultation with the Consultation Parties, to adjourn the Auction at one or more times to, among other things (i) facilitate discussions among the Debtors and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) allow Qualified Bidders the opportunity to provide the Debtors with such additional information or evidence, as the Debtors may require in the exercise of their business judgment, that the Qualified Bidder has sufficient resources and sufficient non-contingent debt and/or equity funding commitments to consummate the Transaction at the then-prevailing Subsequent Bid amount.

The Debtors shall maintain a transcript of the proceedings at the Auction, including the Baseline Bid, all Subsequent Bids, and the Successful Bid (as defined below).

XI.

Closing of Auction and Selection of Successful Bid

The Auction shall continue until there is only one bid that the Debtors determine, in their business judgment, is the highest or otherwise best Qualified Bid for a Transaction or multiple Transactions, after taking into account factors such as the speed and certainty of consummating the transaction (such bid being the “Successful Bid,” and the bidder making such bid, the “Successful Bidder”). The Debtors shall file a notice of Successful Bid identifying the Successful Bidder and including a copy of the Successful Bid and related documents before the later of: (i) 4:00 p.m. Central Time on March 7, 2023; and (ii) 24 hours after the conclusion of the Auction.

All bidders will be deemed to have consented to the core and exclusive jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection with any and all disputes relating to, arising from, or connected with the Auction, the marketing process, the Transaction, and the construction and enforcement of any purchase agreement.

XII.

Back-Up Bidder

If there is an Auction, the Qualified Bidder that submits the second highest Bid at the Auction shall be required to serve as the back-up bidder (the “Back-Up Bidder”) and keep such

Back-Up Bidder's last Bid (the "Back-Up Bid") open and irrevocable until the earlier of (i)(A) if a Proposed Sale, 5:00 p.m. Central Time on the date which is five days after the order approving the sale to the Successful Bidder becomes final and non-appealable or (B) if an Alternative Transaction, 5:00 p.m. Central Time on the date which is five days after the order approving the Alternative Transaction becomes final and non-appealable, and (ii) the closing of the Transaction with the Successful Bidder (the "Outside Back-Up Date"). Notwithstanding anything to the contrary in these Bidding Procedures, the Stalking Horse Bidder shall not be required to serve as Back-Up Bidder. If, (x) after the Sale Hearing but prior to the Outside Back-Up Date for a Proposed Sale or (y) after the conclusion of the Auction but prior to the Outside Back-up Date for an Alternative Transaction, the Successful Bidder fails to consummate or proceed with the relevant Transaction because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will be deemed to have the new Successful Bid, and the Debtors will be authorized, without further order of the Bankruptcy Court, to consummate the Transaction with the Back-Up Bidder. The Debtors will provide notice to the Court, the U.S. Trustee, Owl Rock and the Committee of any failure by the Successful Bidder to close the Transaction and the election to proceed to close a Transaction with the Back-Up Bidder.

XIII. Right to Credit Bid

The Stalking Horse Bidder and any other creditor that has a valid, perfected, unavoidable, and enforceable security interest (a "Security Interest") in the Debtors' assets (any such creditor, a "Secured Party") may make one or more credit bids for all or any portion of the secured claim(s) held by such Secured Party at the Auction, pursuant to the requirements of section 363(k) of the Bankruptcy Code (a "Credit Bid"). In order to qualify to Credit Bid, a Secured Party must be a Qualified Bidder and a Credit Bid must qualify as a Qualified Bid. For the avoidance of doubt, the Stalking Horse Bidder is deemed to be a Qualified Bidder.

The Stalking Horse Bidder shall be permitted to submit a Credit Bid on behalf of the DIP Lenders and Prepetition Secured Parties on a dollar-for-dollar basis in an amount up to the full amount of the outstanding DIP Obligations and Prepetition Obligations (as defined in the DIP Order), pursuant to paragraph 40 of the DIP Order.

XIV. The Sale Hearing and Return of Deposits

In the event one or more Proposed Sales are accepted by the Debtors, a hearing to approve the Sale(s) will take place before the Honorable Lopez, United States Bankruptcy Judge, **on March __, 2023, at __: __ .m. Central Time**, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, 515 Rusk Street, Courtroom 401, Houston, Texas 77002. The Sale Hearing may be adjourned or rescheduled by the Debtors without notice other than by an announcement made at the Sale Hearing.

The Debtors will not be bound by a Successful Bid for a Proposed Sale or a Back-Up Bid for a Proposed Sale unless and until the Bankruptcy Court has approved the same. Following Bankruptcy Court approval of a Proposed Sale with the Successful Bidder, if the Successful Bidder fails to consummate the Proposed Sale for any reason, the Back-Up Bidder will be

deemed to be the Successful Bidder and the Debtors will enter into a Sale with the Back-Up Bidder on the terms of the Back-Up Bid without any further order of the Bankruptcy Court, and the Debtors may pursue any and all available remedies against the Successful Bidder in connection with its failure to consummate the Sale.

If the Debtors choose to move forward with an Alternative Transaction, the Sale Hearing will be cancelled and notice of the same will be filed with the Bankruptcy Court.

The Deposit (together with interest, if any, thereon) of the Back-Up Bidder for a Proposed Sale will not be returned until two (2) business days following the closing of the Sale to the Successful Bidder. The Deposit (together with interest, if any, thereon) of all other Qualified Bidders will be returned as soon as possible following the conclusion of the Auction. The Deposit of the Successful Bidder (together with interest, if any, thereon) shall be applied against the payment of the Proposed Sale consideration upon the closing of the Sale. In the event a Bidder fails to close as a result of its own default, its Deposit shall be released to, and retained by, the Debtors.

The Deposit (together with interest, if any, thereon) of the Back-Up Bidder for an Alternative Transaction will not be returned until two (2) business days following consummation of the Alternative Transaction. The Deposit (together with interest, if any, thereon) of all other Qualified Bidders will be returned as soon as possible following the conclusion of the Auction. The Deposit of the Successful Bidder for an Alternative Transaction (together with interest, if any, thereon) shall be applied against the payment of the Alternative Transaction consideration at the time the Alternative Transaction is consummated. In the event a Bidder fails to close as a result of its own default, its Deposit shall be released to, and retained by, the Debtors.

Deposits made by Potential Bidders who are not determined to be Qualified Bidders will be returned as soon as practicable on or before March 6, 2023.

XV. Reservation of Rights

Notwithstanding any term to the contrary herein, and in the exercise of their business judgment, the Debtors, in consultation with the Consultation Parties, reserve the right to: (i) modify the Bidding Procedures at any time, including during the Auction to facilitate the business and Auction process *provided, however*, that the Debtors shall not modify the requirements set forth in Section VI(c) of these Bidding Procedures; (ii) determine which Qualified Bid, if any, is the highest or otherwise best offer; (iii) reject at any time, any bid that is: (a) inadequate or insufficient; (b) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the APA; or (c) contrary to the best interests of the Debtors, their estates, and their creditors as determined by the Debtors in their sole discretion; and (iv) pursue an Alternative Transaction.

Nothing in these Bidding Procedures shall require the Debtors, the board of directors or similar governing body of the Debtors, or any individual board member or officer of the Debtors to take any action, or to refrain from taking any action, with respect to these Bidding Procedures or the Auction, to the extent such persons or entities determine, on the advice of counsel, that

taking or refraining from taking such action, is required to comply with applicable law or their fiduciary obligations.

XVI.

Consultation by the Debtors

Where indicated in these Bidding Procedures, the Debtors shall consult with the advisors to any Committee and Owl Rock (collectively, the “Consultation Parties”); *provided, however*, that notwithstanding anything to the contrary herein, Owl Rock shall not be a Consultation Party, nor shall Owl Rock be entitled to receive or otherwise consult with the Debtor regarding: (a) copies of any bids or consultation rights with respect to any determination regarding which bids constitute Qualified Bids, (b) any information not generally available to all other Potential Bidders, except as expressly provided for in the DIP Order, (c) the adoption, modification or implementation of the Bidding Procedures, and (d) the selection of the Successful Bidder and Back-Up Bidder; *provided, further*, that Owl Rock shall automatically become a Consultation Party with respect to the matters set forth in clauses (a)–(d) in the event that the Stalking Horse Bidder withdraws the Stalking Horse Bid for any reason.

#

Exhibit 2

Sale Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CLEVELAND INTEGRITY SERVICES INC., <i>et al.</i> , ¹	)	Case No. 23-90052 (CML)
)	
Debtors.	)	Jointly Administered
)	

NOTICE OF BID DEADLINE, AUCTION, AND SALE HEARING

PLEASE TAKE NOTICE that on January 29, 2023, the Debtors filed their *Emergency Motion for (I) an Order (A) Approving Bidding Procedures and Designating a Stalking Horse Bidder, (B) Scheduling a Bid Deadline, Auction Date, and Sale Hearing and Approving the Form and Manner of Notice Thereof, and (C) Approving Cure Procedures and the Form and Manner of Notice Thereof; (II) an Order Approving the Sale of Substantially all of the Debtors' Assets Free and Clear of Liens, Claim and Interests; and (III) Related Relief* [Docket No. __] (the "Sale Motion").

PLEASE TAKE FURTHER NOTICE that on January 30, 2023, the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court") entered its *Order (A) Approving Bidding Procedures and Designating a Stalking Horse Bidder, (B) Scheduling a Bid Deadline, Auction Date, and Sale Hearing and Approving the Form and Manner of Notice Thereof, and (C) Approving Cure Procedures and the Form and Manner of Notice Thereof* [Docket No. __] (the "Bidding Procedures Order"), approving certain Bidding Procedures attached thereto as Exhibit 1.

PLEASE TAKE FURTHER NOTICE that all interested parties are invited to seek to become a Qualified Bidder and submit a Qualified Bid to purchase all or a portion of the Debtors' businesses and assets in accordance with the terms of the Bidding Procedures Order and the Bidding Procedures. The deadline for Potential Bidders to submit Qualified Bids is **March 1, 2023, at 4:00 p.m.**

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order, unless cancelled, an Auction will take place on **March 6, 2023**, commencing at **10:00 a.m. Central Time** at the offices of Gray Reed, 1300 Post Oak Blvd., Suite 2000, Houston, Texas 77056. The Auction will proceed, and be conducted, pursuant to the terms of the Bidding Procedures.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CIS Treasury, LLC (8509) and Cleveland Integrity Services Inc. (9258). The Debtors' service address is: 370690 East Old Highway 64, Cleveland, Oklahoma 74020.

PLEASE TAKE FURTHER NOTICE that a hearing on the sale of the Debtors' assets, including the assumption and assignment of any executory contracts (the "Sale Hearing"), will take place on **March __, 2023, at __:__.m. Central Time** in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, 515 Rusk Street, Courtroom 401, Houston, Texas 77002. As set forth in the Bidding Procedures, the Auction and the Sale Hearing may be cancelled, with a notice of cancellation to be filed by the Debtors with the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion and the Proposed Sale (a "Sale Objection") shall be filed with the Bankruptcy Court and served on the following parties so as to be actually received no later than **4:00 p.m. Central Time on February 24, 2023** (the "Sale Objection Deadline").

PLEASE TAKE FURTHER NOTICE that objections to: (i) the Cure Amount proposed by the Debtors must also be filed and served by the Counterparty (a "Cure Objection") and (ii) the assumption and assignment of the applicable Potential Assumed Contract on the basis of lack of adequate assurance of future performance under section 365(b)(1) (an "Adequate Assurance Objection") with respect to the Stalking Horse Bidder, must also be filed by **February 24, 2023, at 4:00 p.m. CT.**

PLEASE TAKE FURTHER NOTICE that Adequate Assurance Objections with respect to a Successful Bidder other than the Stalking Horse Bidder must be filed by **March 8, 2023, at 4:00 p.m. CT.**

PLEASE TAKE FURTHER NOTICE that any Sale Objection, Cure Objection or Adequate Assurance Objection must: (a) be in writing, (b) state the basis for such objection with specificity, (c) conform to the Bankruptcy Rules and Local Rules of the Southern District of Texas, (d) be filed so as to be actually on or before the Sale Objection Deadline, Cure Objection Deadline or Adequate Assurance Objection Deadline, as applicable; and (e) served upon the following persons: (i) counsel to the Debtors, Gray Reed, 1300 Post Oak Blvd., Suite 2000, Houston, TX 77056, Attn: Jason S. Brookner, Aaron M. Kaufman, Lydia R. Webb, Amber M. Carson, and London England (jbrookner@grayreed.com, akaufman@grayreed.com, lwebb@grayreed.com, acarson@grayreed.com, and lengland@grayreed.com); (ii) counsel to Owl Rock, Proskauer Rose LLP, Attn: David M. Hillman (dhillman@proskauer.com) and Megan R. Volin (mvolin@proskauer.com); and (iii) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Ha Nguyen (ha.nguyen@usdoj.gov) and Alicia Barcomb (Alicia.Barcomb@usdoj.gov).

PLEASE TAKE FURTHER NOTICE that the failure to timely file and serve a Sale Objection, Cure Claim Objection or Adequate Assurance Objection by the applicable deadline shall be a bar to the assertion prior to, at the Sale Hearing, or thereafter, of any such objection to the Motion, the Sale, the Debtors' consummation of the Proposed Sale, or the proposed assumption and assignment of any executory contracts or unexpired leases. Failure to file and serve a Sale Objection by the Sale Objection Deadline shall be deemed to be consent to the Sale for purposes of Bankruptcy Code section 363(f) and a waiver of any preferential purchase rights or other similar rights to acquire any of the Debtors' assets.

PLEASE TAKE FURTHER NOTICE that copies of pleadings related to the proposed sale(s), including the Bidding Procedures Order (and attached Bidding Procedures) approved by the Bankruptcy Court, are available (for free) on the Debtors' Notice Agent website at www.donlinrecano.com/cis, or (for a fee) on the Bankruptcy Court's website at <http://ecf.txs.uscourts.gov/>.

Respectfully submitted this ___ day of February, 2023.

GRAY REED

By: /s/ [DRAFT]
Jason S. Brookner
Texas Bar No. 24033684
Aaron M. Kaufman
Texas Bar No. 24060067
Amber M. Carson
Texas Bar No. 24075610
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akaufman@grayreed.com
acarson@grayreed.com
lengland@grayreed.com

*Proposed Counsel to the Debtors
and Debtors in Possession*

Certificate of Service

I certify that on February __, 2023, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ [DRAFT]
Aaron M. Kaufman

Exhibit 3

Cure Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CLEVELAND INTEGRITY SERVICES INC., <i>et al.</i> , ¹	)	Case No. 23-90052 (CML)
)	
Debtors.	)	Jointly Administered
)	

**NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES SUBJECT TO
POSSIBLE ASSUMPTION AND ASSIGNMENT AND PROPOSED CURE AMOUNTS**

PLEASE TAKE NOTICE that pursuant to the terms of that certain *Order (A) Approving Bidding Procedures and Designating a Stalking Horse Bidder, (B) Scheduling a Bid Deadline, Auction Date, and Sale Hearing and Approving the Form and Manner of Notice Thereof, and (C) Approving Cure Procedures and the Form and Manner of Notice Thereof* [Docket No. ___] (the “Bidding Procedures Order”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”), may hold an Auction for the sale of substantially all of their assets on March 6, 2023, at the Houston office of Gray Reed.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Bidding Procedures Order, the Debtors hereby provide their notice (the “Cure Notice”) of proposed cure amounts (each, a “Cure Amount,” and collectively, the “Cure Amounts”) for all contracts and leases subject to potential assumption and assignment to the successful bidder(s) at Auction.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit A** are schedules of the executory contracts and unexpired leases (collectively, the “Potential Assumed Contracts and Leases”) that may be included as part of the sale of the Debtors’ assets and the proposed Cure Amount for each such lease or contract.

PLEASE TAKE FURTHER NOTICE that objections to the Cure Amount proposed by the Debtors must be filed and served by the counterparty (a “Cure Objection”) no later than **February 24, 2023, at 4:00 p.m. CT** (the “Cure Objection Deadline”)

PLEASE TAKE FURTHER NOTICE that objections to the assumption and assignment of the applicable Potential Assumed Contract on the basis of lack of adequate assurance of future performance under section 365(b)(1) (an “Adequate Assurance Objection”) with respect to the Stalking Horse Bidder must be filed by **February 24, 2023, at 4:00 p.m. CT**, and Adequate Assurance Objections with respect to a Successful Bidder other than the Stalking

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: CIS Treasury, LLC (8509) and Cleveland Integrity Services Inc. (9258). The Debtors’ service address is: 370690 East Old Highway 64, Cleveland, Oklahoma 74020.

Horse Bidder must be filed by **March 8, 2023, at 4:00 p.m. CT** (the “Adequate Assurance Objection Deadline”).

PLEASE TAKE FURTHER NOTICE that any Cure Objection or Adequate Assurance Objection must: (a) be in writing, (b) state the basis for such objection with specificity, (c) conform to the Bankruptcy Rules and Local Rules of the Southern District of Texas, (d) be filed so as to be actually on or before the Cure Objection Deadline or Adequate Assurance Objection Deadline, as applicable; and (e) served upon the following persons: (i) counsel to the Debtors, Gray Reed, 1300 Post Oak Blvd., Suite 2000, Houston, TX 77056, Attn: Jason S. Brookner, Aaron M. Kaufman, Lydia R. Webb, Amber M. Carson, and London R. England (jbrookner@grayreed.com, akaufman@grayreed.com, lwebb@grayreed.com, acarson@grayreed.com, and lengland@grayreed.com); (ii) counsel to Owl Rock, Proskauer Rose LLP, Attn: David M. Hillman (dhillman@proskauer.com) and Megan R. Volin (mvolin@proskauer.com); and (iii) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Ha Nguyen (ha.nguyen@usdoj.gov) and Alicia Barcomb (Alicia.Barcomb@usdoj.gov).

PLEASE TAKE FURTHER NOTICE that pursuant to the Bidding Procedures Order, the Cure Amounts set forth in the Cure Notice shall be binding on all parties unless an objection thereto is timely filed and served. If an objection to the assumption and assignment of the Potential Assumed Contracts and Leases or to the Cure Notice and any Cure Amount cannot be resolved consensually among the parties, the Court will set a hearing to determine such matters as soon thereafter as is practicable, and the Debtors are permitted to give notice only to the objecting party and those parties who have filed a notice of appearance. The failure to timely file and serve an objection shall be deemed consent to the assumption and assignment of the Potential Assumed Contracts and Leases and to the Cure Amounts, and any and all objections thereto shall be deemed forever released and waived.

PLEASE TAKE FURTHER NOTICE that the inclusion of any contracts or leases on Exhibit A hereto shall not constitute or be deemed to be a determination or admission by the Debtors that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

PLEASE TAKE FURTHER NOTICE that copies of pleadings related to the proposed sale(s), including the Bidding Procedures Order approved by the Bankruptcy Court, are available (for free) on the Debtors’ Notice Agent website at www.donlinrecano.com/cis, or (for a fee) on the Bankruptcy Court’s website at <http://ecf.txs.uscourts.gov/>.

Respectfully submitted this ___ day of February, 2023.

GRAY REED

By: /s/ [DRAFT]/

Jason S. Brookner

Texas Bar No. 24033684

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lengland@grayreed.com

*Proposed Counsel to the Debtors
and Debtors in Possession*

Certificate of Service

I certify that on February __, 2023, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ [DRAFT]/

Aaron M. Kaufman

Exhibit A

[to Exhibit 3 – Notice of Executory Contracts and Unexpired Leases Subject to Possible Assumption and Assignment and Proposed Cure Amounts]

Schedule of Executory Contracts and Unexpired Leases

Exhibit 4

APA

ASSET PURCHASE AGREEMENT
BY AND BETWEEN
CIS PURCHASER, LLC,
CLEVELAND INTEGRITY SERVICES, INC.
AND
CIS TREASURY, LLC

January 29, 2023

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND INTERPRETATION	2
1.1 Definitions	2
1.2 Interpretation	14
ARTICLE II PURCHASE AND SALE OF ASSETS	14
2.1 Purchased Assets	14
2.2 Retained Assets	18
ARTICLE III ASSUMPTION OF LIABILITIES	19
3.1 Assumed Liabilities	19
3.2 Retained Liabilities	20
ARTICLE IV CONSIDERATION	22
4.1 Purchase Price	22
4.2 Allocation of Purchase Price	22
4.3 Cure Costs	22
ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLERS	23
5.1 Organization and Good Standing	23
5.2 Power; Authority; Enforceability	23
5.3 Title to Assets; Condition of Assets	23
5.4 Noncontravention; Governmental Filings	24
5.5 Litigation	24
5.6 Permits	25
5.7 Intellectual Property Rights	25
5.8 Compliance with Laws	26
5.9 Employees	26
5.10 Employee Benefit Plans	27
5.11 Real Property	29
5.12 Contracts	29
5.13 Environmental Matters	30
5.14 Insurance	30
5.15 Occupational Safety and Health Matters	30
5.16 Taxes	31
5.17 Material Customers; Material Suppliers	32
5.18 Affiliated Transactions	33
5.19 Brokers or Finders	33
5.20 No Implied or Other Representations or Warranties	33
ARTICLE VI REPRESENTATIONS AND WARRANTIES OF PURCHASER	34
6.1 Organization and Good Standing	34
6.2 Power; Authority; Enforceability	34
6.3 Consents	34

6.4	No Conflicts	35
6.5	Litigation	35
6.6	Brokers or Finders	35
6.7	No Implied or Other Representations or Warranties.....	35
ARTICLE VII CONDITIONS TO CLOSING		36
7.1	Conditions to Obligations of All Parties	36
7.2	Conditions to Purchaser's Obligations	36
7.3	Conditions to Sellers' Obligations	37
ARTICLE VIII COVENANTS.....		39
8.1	Conduct of the Business	39
8.2	Access.....	41
8.3	Bankruptcy Court Matters	41
8.4	Employee Matters.....	42
8.5	Publicity.....	46
8.6	Expenses.....	46
8.7	Further Assurances	46
8.8	Governmental Approvals	46
8.9	Notice of Certain Matters	47
8.10	Bulk Transfer Laws	47
8.11	Insurance	47
8.12	Change of Name.....	48
ARTICLE IX CLOSING AND TERMINATION.....		48
9.1	Closing.....	48
9.2	Termination	49
9.3	Effect of Termination	50
ARTICLE X TAX MATTERS.....		51
10.1	Cooperation	51
10.2	Transfer Taxes	51
10.3	Provision of Tax Forms	51
10.4	Property Taxes.....	51
10.5	Apportionment.....	51
ARTICLE XI GENERAL PROVISIONS		52
11.1	Bankruptcy Court Approval	52
11.2	Notices.....	52
11.3	Survival of Representations, Warranties, Covenants and Agreements	53
11.4	Binding Effect	53
11.5	Headings.....	53
11.6	Exhibits and Schedules.....	53
11.7	Counterparts	53
11.8	Governing Law/Jurisdiction	54
11.9	WAIVER OF JURY TRIAL	54
11.10	Waivers.....	54

11.11	Pronouns	54
11.12	Modification	54
11.13	Successors/Assignment	54
11.14	Entire Agreement	54
11.15	Severability.....	55
11.16	No Third Party Beneficiaries.....	55
11.17	Non-Recourse	55
11.18	Release of Sellers	55
11.19	Release of Purchaser	56
11.20	Negotiated Agreement.....	57
11.21	Specific Performance	57
11.22	Use of Corporate Name or Trademark	58

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is dated as of January 29, 2023, by and among (i)(a) Cleveland Integrity Services, Inc., an Oklahoma corporation (“**CIS**”), (b) CIS Treasury, LLC, a Texas limited liability company (“**CIS Treasury**” and together with CIS, collectively, “**Sellers**”, and each a “**Seller**”), and (ii) CIS Purchaser, LLC, a Delaware limited liability company, or its designees or assignees (“**Purchaser**”). Purchaser and Sellers are also referred to herein individually as a “**Party**,” and, collectively, as the “**Parties**.”

RECITALS

WHEREAS, Sellers intend to become debtors-in-possession under Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “**Bankruptcy Code**”), by filing voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the “**Bankruptcy Case**”) (such filing date, the “**Petition Date**”), in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”);

WHEREAS, in connection with the Bankruptcy Case, the Purchaser shall credit bid on a dollar-for-dollar basis a portion of the outstanding Purchaser Secured Claims pursuant to Section 363 of the Bankruptcy Code;

WHEREAS, Sellers and Purchaser are entering into this Agreement subject to the final approval by the Bankruptcy Court;

WHEREAS, Sellers are engaged in the business of providing certain services to the oil and gas industry (including field engineering, construction management, and inspection) (the “**Business**”);

WHEREAS, subject to the approval of the Bankruptcy Court, Sellers desire to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser desires to purchase, acquire, and assume from Sellers pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code, all of the Purchased Assets, together with the Assumed Liabilities, as contemplated by this Agreement and the Ancillary Agreements (together with the other transactions contemplated hereby and thereby, collectively, the “**Transactions**”); and

WHEREAS, Sellers, as debtors and debtors-in-possession, will continue in the possession of their assets and in the management of the Business pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

1.1 Definitions. When used in this Agreement, the following terms in all of their tenses shall have the meanings assigned to them below or elsewhere in this Agreement as indicated below:

“Accounts Receivable” means all accounts, rights to payment and notes and other amounts receivable or payable to a Seller (whether current or non-current) otherwise arising from the conduct of the Business or otherwise, including such accounts, rights to payment and notes and other amounts receivable or payable to a Seller from credit card processors, affiliates, customers or other third parties.

“Accrued Payroll” means the amount of accrued and unpaid wages payable to employees of Sellers for services rendered on or after the date of this Agreement and prior to the Closing.

“Accrued Payroll Cap” means \$10,000,000.

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly, through one (1) or more intermediaries, controls, is controlled by, or is under common control with, such Person; provided, that with respect to Sellers, the term “Affiliate” expressly excludes each of: (i) First Reserve Management, L.P.; (ii) each of the investment funds sponsored by such entity and their respective Affiliates, and the various portfolio companies of each of such investment funds; (iii) each of their respective Affiliates (including, without limitation, their various portfolio companies), other than Eagle Infrastructure Services, Inc. or any of Eagle Infrastructure Services, Inc.’s direct subsidiaries; and (iv) each of the members, employees, officers, directors, managers, partners and direct and indirect equity holders in each of the entities identified in the immediately preceding clauses (i) through (iii) of this definition (clauses (i) through (iv), collectively, the ***“Sponsor”***). The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise.

“Agreement” is defined in the Preamble.

“Alternative Transaction” means a transaction or series of transactions involving a sale, transfer or other disposition of all or any material portion of the Purchased Assets to another purchaser or purchasers other than the Purchaser.

“Apportioned Obligations” is defined in Section 10.4.

“Assumed Contracts” is defined in Section 2.1(f).

“Assumed Liabilities” is defined in Section 3.1.

“Assumed Seller Plans” is defined in Section 2.1(u).

“Avoidance Actions” means any claim, right, or cause of action arising under chapter 5 of the Bankruptcy Code and any analogous state law claims related in any respect to the Purchased Assets or the Business.

“Bankruptcy Case” is defined in the Recitals.

“Bankruptcy Code” is defined in the Recitals.

“Bankruptcy Court” is defined in the Recitals and includes such other courts exercising competent jurisdiction over the Bankruptcy Case involving Sellers.

“Bidding Procedures” means the bidding procedures for the solicitation and submission of bids for a sale, reorganization, or other disposition of Sellers or all or substantially all of their assets approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

“Bidding Procedures Motion” means the motion seeking entry of the Bidding Procedures Order.

“Bidding Procedures Order” means an order of the Bankruptcy Court approving the Bidding Procedures.

“Bill of Sale and Assignment and Assumption Agreement” means a Bill of Sale and Assignment and Assumption Agreement executed by Purchaser and Sellers, in a form acceptable to Purchaser.

“Business” is defined in the Recitals.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to close.

“Business Employee” means each Person who is employed by Sellers.

“Business Social Media Accounts” is defined in Section 5.7(b).

“CIS” is defined in the Preamble.

“CIS Treasury” is defined in the Preamble.

“Claim” means a “claim” as defined in Section 101(5) of the Bankruptcy Code.

“Closing” and **“Closing Date”** are defined in Section 9.1.

“COBRA” means the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as codified in Code Section 4980B and ERISA Sections 601 et seq., as amended from time to time, and the regulations and other guidance promulgated thereunder and any other similar provisions of state or local law.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Contract” means any commitment, understanding, instrument, lease, sub-lease, pledge, mortgage, indenture, license, agreement, purchase or sale order, contract, commitment, note, bond, franchise, guarantee, indemnity, instrument, promise or other arrangement evidencing or creating any legally binding obligation, whether written or oral (including all amendments, side-letters, supplements and modifications of any of the foregoing and all rights and interests arising thereunder or in connection therewith).

“Contracting Parties” is defined in Section 11.17.

“Controlled Group Liability” means any and all Liabilities (i) under Title IV of ERISA; (ii) under Section 302, 303, or 4068(a) of ERISA; (iii) under Section 412, 430 or 4971 of the Code; (iv) under Section 436 of the Code or Section 206(g) of ERISA; (v) as a result of the failure to comply with the continuation coverage requirements of ERISA Sections 601 *et seq.*, and Section 4980B of the Code or the group health requirements of Sections 701 *et seq.*, of ERISA and Sections 9801 *et seq.*, of the Code; (vi) for violation of HIPAA or the Patient Protection and Affordable Care Act of 2010, as amended; (vii) as a result of a failure to comply with the requirements of Section 414(t) of the Code; or (viii) under corresponding or similar provisions of any non-U.S. Law.

“Credit Bid Amount” is defined in Section 4.1.

“Cure Costs” means, with respect to the Assumed Contracts, all amounts, including pre-petition amounts, required to be paid or otherwise satisfied pursuant to the Bankruptcy Code in order to cure Sellers’ monetary defaults under such Assumed Contracts at the time of the assumption thereof by, and the assignment thereof to, Purchaser as provided hereunder.

“Cure Costs Cap” means \$100,000.

“DIP Facility” means the debtor-in-possession financing facility provided to Sellers under that certain Super-priority Debtor in Possession Credit Facility, dated as of the date hereof, by and among CIS, as the borrower, the guarantors party thereto, Owl Rock, as agent, and the lenders party thereto, and the DIP Orders, each as authorized by the Bankruptcy Court.

“DIP Order” means, as applicable, the interim and final orders of the Bankruptcy Court setting forth the terms of the debtor-in-possession financing.

“Encumbrances” means any encumbrance, claim, community or other marital property interest, condition, equitable interest, right of way, encroachment, servitude, right of first refusal or similar restriction, including any restriction on use, voting right (in the case of any security or equity interest), transfer right, right to receipt of income or exercise of any other attribute of ownership.

“Environmental Laws” means all applicable federal, state, local, municipal and foreign Laws concerning public or human health and safety (as it relates to Hazardous Substances), endangered or threatened species, pollution, or protection of the environment (including ambient air, soil, soil gas, surface water, groundwater, sediments or subsurface strata), including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, processing, labeling, discharge, release, threatened release, control, or cleanup of, or

exposure to, any Hazardous Substances (including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and any regulations promulgated thereunder, and analogous state Laws).

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

“**ERISA Affiliate**” means any Person (whether or not incorporated) which, together with the Seller, is (or at any relevant time was) required to be treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

“**Excluded Employee Liabilities**” means the following liabilities of Sellers or any of their respective Affiliates relating to any current or former Business Employee or other service provider of Sellers or any of their respective Affiliates, or any spouse, dependent or beneficiary thereof: (i) any liability arising at any time under or in connection with any Seller Plan (other than any Assumed Seller Plan); (ii) any liability that constitutes a Pre-Closing COBRA Liability or a Pre-Closing WARN Act Liability; (iii) any Controlled Group Liability; (iv) any liability arising in connection with the actual or prospective employment or engagement, the retention and/or discharge by Sellers or any of their respective Affiliates of any current or former Business Employee or other service provider of Sellers or any of their respective Affiliates; and (v) any employment, labor, compensation, pension, employee welfare and employee-benefits-related liabilities relating to any current or former Business Employee or other service provider of Sellers or any of their respective Affiliates, or any spouse, dependent or beneficiary thereof, including but not limited to all liabilities related to or arising out of claims made by any such Person (a) for any statutory or common law severance or other separation benefits, (b) for any contractual or other severance or separation benefits and any other legally-mandated payment obligations (including any compensation payable during a mandatory termination notice period and any payments pursuant to a judgment of a court, tribunal or other authority having jurisdiction over the Parties), (c) with respect to any unfair labor practice, (d) under any state unemployment compensation or workers’ compensation Law, (e) under any federal or state employment Law or other Law relating to employment, discrimination, classification, wage and hour (including claims or liabilities related to the Fair Labor Standards Act and any similar state Law), immigration, or (f) relating to any obligation to inform or consult with employees or other service providers, employee representatives, unions, works councils or other employee representative bodies in connection with the Transactions, in each case, (I) except as set forth in the following clause (II), associated with any current or former Business Employee or other service provider of Sellers or any of their respective Affiliates, or any spouse, dependent or beneficiary thereof, arising at any time, or (II) associated with any Transferred Employee, arising on or prior to the Closing Date (excluding, for the avoidance of doubt in the case of this clause (II), liabilities in respect of go-forward compensation and benefits arrangements offered by Purchaser to Transferred Employees following their commencement of employment with Purchaser in accordance with Section 8.4).

“**Final Order**” means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court, which has not been reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing shall then be pending; or (b) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or

judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument, or rehearing shall have expired; provided, however, that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

“Governmental Approvals” means any approval, consent, Permit, license, waiver, or other authorization issued, granted, given or otherwise made available by or under any Governmental Authority or pursuant to any Law.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, taxing authority, court or tribunal of competent jurisdiction.

“Hazardous Substances” means any pollutant, contaminant, chemical, material, substance, product, derivative, compound, mixture, solid, liquid, gas or waste and any other substance (in each instance, whether naturally occurring or manmade) that is hazardous (extremely, acutely or otherwise) toxic, infectious, carcinogenic, mutagenic, radioactive, a pollutant, a contaminant or is otherwise characterized by words of similar import or regulatory effect under or that could give rise to liability under any Environmental Law, including petroleum and petroleum-derived substances, products, by products and wastes, radon, radioactive materials or wastes, asbestos in any form, urea, formaldehyde, lead or lead-containing materials, polychlorinated biphenyls and per- and polyfluoroalkyl substances.

“Improvements” means all leasehold improvements located, placed, constructed or installed on or under any parcel of Leased Real Property (but only to the extent the related Real Property Leases constitute Assumed Contracts), including all utilities, fire protection, security, surveillance, telecommunications, computer, wiring, cable, heat, exhaust, ventilation, air conditioning, electrical, mechanical, plumbing and refrigeration and cooling systems, facilities, lines, installations and conduits.

“Insurance Policies” is defined in Section 5.14.

“Intellectual Property” means any (a) trademarks and service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, including all applications, registrations and renewals of any of the foregoing, together with the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights, including all applications, registrations and renewals of any of the foregoing, and works of authorship, whether or not copyrightable; (c) trade secrets, confidential know-how, discoveries, improvements, technology, business and technical information, databases, data compilations and collections,

tools, methods, processes, techniques, and other confidential and proprietary information; (d) patents and patent applications; (e) Software; (f) websites, internet domain name registrations and social media account or user names (including “handles”), all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto; and (g) all other intellectual and industrial property rights and assets, and all rights, interests and protections that are associated with any of the foregoing.

“Intellectual Property Rights” means all rights in, to, arising out of, or associated with any Intellectual Property in any jurisdiction throughout the world.

“IP Contract” means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to Intellectual Property Rights to which a Seller is a party, beneficiary or otherwise bound, and that are used or held for use in the conduct of the Business.

“Knowledge of Sellers” or any other similar knowledge qualification in this Agreement with respect to a Seller means, as to a particular matter, the actual knowledge of the following individuals, after reasonable investigation and inquiry: Dennis Woods, Louis Berezovsky, Laura Villa, Randy Byers and Matt Kesner.

“Law” means any federal, state, provincial, territorial, local, municipal, foreign, international, or multinational statute, law, ordinance, regulation, rule, code, Order, constitution, treaty, common law, judgment, decree, other requirement or rule of law enacted, adopted, promulgated, issued, applied by or administered or enforced by or on behalf of, any Governmental Authority or other similar authority.

“Leased Real Property” means all material real property leased by any Seller and used in connection with the Business.

“Legal Proceeding” means any judicial, administrative or arbitral action, investigation, litigation, suit, proceeding (public or private), cause of action, examination, dispute, charge, hearing, audit, assessment, inquiry or claim by or before any Governmental Authority, and any appeal from any of the foregoing.

“liability” means any liability (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, direct, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), debt, assessment, obligation, deficiency, interest, Tax, fine, penalty, damage, claim, demand, judgment, cause of action or other loss (including loss of benefit or relief), cost or expense of any kind or nature whatsoever, whether asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due and regardless of when asserted.

“Licensed Intellectual Property” means the rights to any Intellectual Property Rights used or held for use in connection with the Business or the Purchased Assets that a Seller is licensed or otherwise is permitted by any other Person to use such Person’s Intellectual Property Rights pursuant to an IP Contract.

“Lien” means any lien (statutory or otherwise), mortgage, hypothecation, deed of trust, right of use or possession, right of setoff, successor liability, servitude, encroachment, restriction or restrictive covenant, charge, covenant, condition, easement, adverse claim, demand, limitation, security interest, preference, priority, right of first refusal, option, pledge, title defect, or restriction or other Encumbrance, of any kind or nature, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

“Material Adverse Effect” means any event, occurrence, fact, condition, development or change that (a) has, or could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, assets, liabilities, condition (financial or otherwise) or operating results of the Business, the Purchased Assets and/or the Assumed Liabilities or (b) has, or could reasonably be expected to prevent, materially delay, or materially impair the ability of the Sellers to carry out their respective obligations under this Agreement and/or to consummate the Transactions, except, in each case, as a result of the events leading up to, and following the commencement of a proceeding under Chapter 11 of the Bankruptcy Code and the continuation and prosecution thereof, including circumstances or conditions resulting from, or incidental to, such events, commencement, continuation and prosecution, or to the extent resulting from or arising in connection with (i) the pendency or consummation of the Transactions or the public announcement thereof; (ii) changes in national or international business, economic, political or social conditions, including the engagement by the United States of America in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States of America or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States of America; (iii) changes in financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index or any changes in currency exchange rates); (iv) changes in Law (or other binding directives or determination issued or made by or agreements with or consents of any Governmental Authority) or in GAAP or interpretations thereof; or (v) changes arising in connection with any earthquake, flood, hurricane, tornado or other act of God (but excluding any pandemic, other than the current public health crisis caused by the novel coronavirus known as COVID-19 or any escalation or worsening thereof), except, in the case of the foregoing clauses (ii), (iii), (iv) and (v), to the extent such event, occurrence, fact, condition, development or change has a disproportionate effect on the business, assets, liabilities, condition (financial or otherwise) or operating results of the Business, the Purchased Assets and/or the Assumed Liabilities, in each case, relative to other participants in the oil and gas services industries in which the Business operates.

“Material Customers” is defined in Section 5.17(a).

“Material Suppliers” is defined in Section 5.17(b).

“Multiemployer Plan” means a “multiemployer plan” (as defined in Section 3(37) of ERISA).

“Non-Party Affiliates” is defined in Section 11.17.

“Occupational Safety and Health Law” means any Law of any federal, state or local Governmental Authority enacted or promulgated which relates to Occupational Safety and Health Matters.

“Occupational Safety and Health Liabilities” means any liability, including any duty to indemnify, defend or reimburse, or other responsibility, arising under or relating to Occupational Safety and Health Laws, including any financial responsibility for any investigation, abatement action, engineering or administrative controls, the use of required personal protective equipment, and any other compliance, corrective action or remedial measures.

“Occupational Safety and Health Matters” means all matters related to health and safety of employees, temporary employees, independent contractors or employees of independent contractors at the Leased Real Property or otherwise in connection with the operation of the Business.

“Omitted Contract” is defined in Section 2.1(f).

“Order” means any award, decision, stipulation, determination, writ, declaration, decree, order, directive, injunction, ruling, judgment, or consent of or entered, issued, made or rendered by any Governmental Authority.

“Ordinary Course of Business” means substantially the same manner in which the Business is conducted by Sellers immediately prior to the Petition Date, consistent with past practice.

“Organizational Documents” means (i) the articles or certificate of incorporation, the bylaws and any shareholders agreement of a corporation, (ii) the partnership agreement and any statement of partnership of a general partnership, (iii) the limited partnership agreement and the certificate of limited partnership of a limited partnership, (iv) the operating or limited liability company agreement and certificate of formation or organization of any limited liability company, (v) any charter or similar document adopted or filed in connection with the creation, formation or organization of a Person and (vi) any amendment to any of the foregoing.

“Owl Rock” means Owl Rock Capital Corporation, a Maryland corporation.

“Party” and **“Parties”** are defined in the Preamble.

“Permits” means all approvals, authorizations, permits, provider numbers, certificates of need, certificates of exemption, licenses, franchises, approvals, authorizations, accreditations, registrations, certificates and consents required to be obtained from Governmental Authorities.

“Permitted Liens” means the liens listed on Schedule 1.1(a).

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“Personal Information” means personally identifiable information of Sellers’ employees, other personnel, agents, officers, directors, contractors, patients, potential and prospective patients,

suppliers, and/or other Persons, which information may include name, address, other contact information, persistent identifier, financial account information, health or medical information, insurance information, social security number, tax ID number, driver's license, mother's maiden name, date of birth, password, PIN number, employee ID number, payroll records, salary information or other human resources records and information, personal identification number or code, other account information and/or account activity information, other information or data that can be used for identity theft (including that which is not personally identifiable) or to identify a particular natural person, computer, device or software, and any other sensitive information regarding such Persons.

"Petition Date" is defined in the Recitals.

"Post-Closing Tax Period" means (a) any Tax period beginning after the Closing Date and (b) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period beginning after the Closing Date.

"Post-Petition Assumed Liabilities Cap" is defined in Section 3.1(d).

"Post-Petition Payables" is defined in Section 3.1(d).

"Pre-Closing COBRA Liability" means any liability arising under COBRA related to a qualifying event occurring on or prior to the Closing Date in respect of any current or former Business Employee or other service provider of Sellers or any of their respective Affiliates, or any spouse, dependent or beneficiary thereof, in any case who does not become a Transferred Employee.

"Pre-Closing Tax Period" means (a) any Tax period ending on or before the Closing Date and (b) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

"Pre-Closing WARN Act Liability" means any liability arising under the WARN Act, in any case arising on or prior to the Closing Date.

"Pre-Petition Facility" means the pre-Petition Date financing facility provided to the debtors under that certain Credit Agreement, dated as of September 8, 2016, by and among CIS and CIS Treasury, each as a guarantor, the borrower and other guarantors party thereto, the lenders from time to time party thereto and Owl Rock, as administrative agent and as collateral agent, as amended, restated, supplemented or otherwise modified from time to time.

"Pre-Petition Permitted Liens" means (i) "Prepetition Permitted Liens" as defined in the DIP Facility, (ii) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the Ordinary Course of Business, and (iii) other imperfections of title or Liens, if any, that have not had, and would not have, a Material Adverse Effect.

"Property Taxes" means all real property taxes, personal property Taxes and similar ad valorem obligations levied with respect to the Purchased Assets for any Tax period.

"Purchase Price" is defined in Section 4.1.

“Purchased Assets” is defined in Section 2.1.

“Purchaser” is defined in the Preamble.

“Purchaser Documents” is defined in Section 6.2.

“Purchaser Fundamental Representations” means the representations in Section 6.2 (Power; Authority; Enforceability) and Section 6.6 (Brokers or Finders).

“Purchaser Released Causes of Action” is defined in Section 11.18.

“Purchaser Released Parties” is defined in Section 11.19.

“Purchaser Releasing Parties” is defined in Section 11.19.

“Purchaser Secured Claims” means the aggregate amount of (i) all obligations owing by Sellers as of the Closing under the DIP Facility, including any unpaid principal, interest, fees, and costs and (ii) all obligations owing by Sellers as of the Closing under the Pre-Petition Facility, including any unpaid principal, interest, fees and costs.

“Real Property Leases” has the meaning set forth in Section 5.11(b).

“Registered Transferred Intellectual Property Rights” is defined in Section 5.7(a).

“Related Company Acquisitions” means the sale, assignment, transfer or other acquisition or conveyance of the equity interests and/or assets comprising the business and operations of each of (i) Applied Consultants, Inc., a Texas corporation, (ii) Encompass Services, LLC, a Texas limited liability company, and (iii) Perennial Environmental I, LLC, a Texas limited liability company, and, in each case, any subsidiaries thereof, to Purchaser or one (1) or more of its Affiliates, in each case, on terms and conditions which are acceptable to Purchaser or such Affiliates, as applicable, in their sole discretion.

“Related Party” means any member, employee, officer, director, equityholder or partner of a Seller or any immediate family member of any of the foregoing or any of its Affiliates.

“Retained Assets” is defined in Section 2.2.

“Retained Contracts” means all Contracts to which any Seller is a party and which are not Assumed Contracts, and including, for the avoidance of doubt, all Contracts set forth on Schedule 2.2(g).

“Retained Liabilities” is defined in Section 3.2.

“Sale Hearing” means the hearing conducted by the Bankruptcy Court to approve the Transactions or an Alternative Transaction.

“Sale Motion” means the motion, in form and substance reasonably acceptable to Sellers and Purchaser, filed by Sellers pursuant to, inter alia, Sections 363 and 365 of the Bankruptcy Code to obtain entry of the Sale Order.

“Sale Order” means the Final Order of the Bankruptcy Court, to be issued by the Bankruptcy Court pursuant to sections 363, 365 section 1146(c), of the Bankruptcy Code in a form and substance acceptable to Purchaser (in its sole discretion), (i) approving this Agreement and the Transactions, (ii) approving the sale of the Purchased Assets to Purchaser free and clear of all Liens, Claims, interests and Encumbrances pursuant to section 363(f) of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement, (iii) approving the assumption and assignment to Purchaser of the Assumed Contracts, in each case, on the terms and subject to the conditions set forth in this Agreement, (iv) mutual releases between and among Purchaser and the Sellers and (v) finding that (a) Purchaser purchased the Purchased Assets for reasonably equivalent value, (b) the sale of the Purchased Assets was negotiated at arm’s length, (c) Purchaser is a good faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code, and (d) Purchaser shall not be a successor in interest to Seller for any purpose and that the sale is free and clear of any successor liability claims.

“Seller Documents” is defined in Section 5.2.

“Seller Fundamental Representations” means the representations in Section 5.1 (Organization and Good Standing), Section 5.2 (Power; Authority; Enforceability), Section 5.3 (Title to Assets), clause (a) of Section 5.4 (Noncontravention; Governmental Filings) and Section 5.19 (Brokers or Finders).

“Seller Plan” means each “employee benefit plan” (as defined in ERISA § 3(3), whether or not subject to ERISA) or other benefit or compensation plan, program, policy, practice, contract, agreement, or arrangement providing for retirement, medical, dental, vision, prescription drug, employee assistance, wellness, severance, vacation, termination pay, workers’ compensation, disability, death, hospitalization, relocation, cafeteria, dependent care, commuter or transportation, adoption assistance, tuition reimbursement, relocation, retention, change of control, deferred compensation, short-term incentive, long-term incentive, performance awards, stock or stock-related awards, fringe benefits or other employee benefits of any kind maintained, sponsored, or contributed or required to be contributed to by Sellers or any of their respective ERISA Affiliates or with respect to which Sellers or any of their respective ERISA Affiliate have, or could reasonably be expected to have, any liability, other than governmental plans, programs, agreements or arrangements, or any plans, programs, agreements or arrangements mandated by a Governmental Authority or by applicable Law.

“Seller Released Causes of Action” is defined in Section 11.19.

“Seller Released Parties” is defined in Section 11.18.

“Seller Releasing Parties” is defined in Section 11.18.

“Sellers” is defined in the Preamble.

“Software” means any and all computer programs, including operating system and applications software, firmware, computerized implementations of algorithms, program interfaces and other code, whether in source code or object code form (including all of the foregoing that is installed on computer hardware), including data files, databases, and related protocols, specifications, and all available documentation, including user manuals, relating to the foregoing.

“Sponsor” is defined in the definition of Affiliate.

“Sponsor Claims” is defined in Section 2.1(l).

“Tax” means, whether disputed or not, (i) any U.S. federal, state, local or non-U.S. income, profits, license, severance, occupation, windfall profits, capital gains, capital stock, transfer, registration, social security (or similar), production franchise, gross receipts, payroll, sales, employment, use, property (real or personal), excise, customs, value added, estimated, stamp, alternative or add-on minimum, withholding (including backup withholding), lease, service, service use, recording, documentary, intangibles, conveyancing, gains, unemployment, disability, net worth, escheat, abandoned property, environmental, premium, real property gains tax, impost or other compulsory payment to a Governmental Authority, including any interest and penalties imposed with respect to such amounts and any additions to such amounts and (ii) any liability for the payment of any amounts of the type described in clause (i) above relating to any other Person as a result of being party to any agreement (including, but not limited to, any tax sharing or allocation arrangement, any agreement to indemnify such other Person or deemed agreement created by operation of law), being a successor or transferee of such other Person, or being (or ceasing to be) a member of the same affiliated, consolidated, combined, unitary or other group with such other Person.

“Tax Returns” means any return, declaration, report, claim for refund, information return or other document (including any related or supporting estimates, elections, schedules, statements, or information) filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

“Termination Date” is defined in Section 9.2(d)(i).

“Transactions” is defined in Recitals.

“Transaction Documents” means the Bidding Procedures Order, the Sale Order, the Bills of Sale and Assignment and Assumption Agreements, and the other agreements, certificates, and instruments executed and delivered in connection with this Agreement or any of the foregoing (or the Transactions).

“Transfer Taxes” means any and all sales, use, transfer, recording, stamp or other similar taxes or charges assessed with respect to the transfer of any Purchased Assets pursuant to this Agreement.

“Transfer Taxes Cap” is defined in Section 3.1(e).

“Transferred Employee” is defined in Section 8.4(a).

“Transferred Intellectual Property Rights” means all Intellectual Property Rights owned by any Seller and used in the operation of the Business.

“Transition Services Agreement” means a Transition Services Agreement executed by Purchaser and Sellers, in a form acceptable to Purchaser.

“WARN Act” means the Worker Adjustment and Retraining Notification Act, as amended and any similar state or local “mass layoff” or “plant closing” Laws.

“Welfare Claims” is defined in Section 8.4(c).

“Wind Down Amount” means an amount of Sellers’ cash estimated in good faith by Sellers and acceptable to Purchaser, as necessary for Sellers to (i) subject to the terms of the DIP Facility and the capped amounts in the Approved Budget (as defined in the DIP Facility), (x) satisfy the allowed fees and expenses of estate professionals that have accrued and are unpaid as of the Closing Date, and (y) pay all accrued, unpaid and allowed administrative expense claims in the Bankruptcy Case, and (ii) fund an orderly liquidation, dismissal or conversion of the Bankruptcy Cases and the dissolution of the Sellers to be used in accordance with the Wind Down Budget (which shall be attached as an exhibit to the Sale Order); provided, that, to the extent there is any residual amount remaining after the payment of the items set forth in clauses (i)-(ii), such amounts shall be promptly delivered to Purchaser. In the event that the Sellers have insufficient cash-on-hand to fund the Wind Down Amount, Purchaser shall have no obligation to fund any shortfall. For the avoidance of doubt, Accrued Payroll shall not be included in the Wind Down Amount.

“Wind Down Budget” means the budget set forth in Schedule 1.1(b).

1.2 Interpretation. When a reference is made in this Agreement to a Section, Schedule or Exhibit, such reference shall be to a Section, Schedule or Exhibit of this Agreement unless otherwise indicated. Whenever the words “included,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the phrase “without limitation.” All defined terms shall include the singular or plural as required by context. Unless otherwise indicated, all references to dollars refer to United States dollars. The Parties acknowledge that both Purchaser, on the one hand, and Sellers, on the other hand, have participated in the drafting and preparation of this Agreement and agree that any rule of construction to the effect that ambiguities are to be construed against the drafting party shall not be applied to the construction or interpretation of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS

2.1 Purchased Assets. Subject to the terms and conditions of this Agreement and pursuant to Sections 363 and 365 of the Bankruptcy Code, effective as of the Closing and in accordance with the Sale Order, Sellers shall sell, convey, transfer, assign and deliver to Purchaser, free and clear of all Liens except the Permitted Liens, and Purchaser shall purchase, all right, title and interest of Sellers in and to all assets, properties, claims and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill) wherever located and

whether now existing or hereafter acquired (other than the Retained Assets) (collectively, the “**Purchased Assets**”), including the following:

(a) All cash, bank deposits, certificates of deposit, and cash equivalents (including all undeposited checks, marketable securities and short term investments) of Sellers, except to the extent such amounts are necessary to fund the Wind Down Amount;

(b) All bank accounts of Sellers other than accounts established for the retention of the Wind Down Amount, safety deposit boxes, lock boxes and other cash management accounts (including cash amounts in any accounts against which outstanding bank drafts have been written, to the extent of the amount of such bank drafts);

(c) All tangible personal property owned or leased by Sellers, wherever located, including, but not limited to, all machinery, equipment, tools, fixtures, parts, supplies, furniture, furnishings, motor vehicles, inventory, computers, mobile phones, personal digital assistants, computer equipment, hardware, peripherals, information technology infrastructure and telephone systems (including any of the foregoing property that is subject to a finance lease, but only to the extent that Purchaser assumes such finance lease as an Assumed Contract);

(d) [Reserved];

(e) The Transferred Intellectual Property Rights and all other manuals, instructions, documents and protocols relating thereto, including those listed on Schedule 2.1(e), including (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Sellers with respect to the Transferred Intellectual Property Rights; and (ii) claims and causes of action with respect to the Transferred Intellectual Property Rights accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation or other violation thereof, and rights to protection of interests therein under the Laws of all jurisdictions;

(f) All of the Real Property Leases and other Contracts that are listed on Schedule 2.1(f) (along with the Cure Costs associated with each), and all Leased Real Property associated with such Real Property Leases, and all rights of any kind relating to any of the foregoing, including rights to payments thereunder (collectively, the “**Assumed Contracts**”) (and in each case, all Avoidance Actions related thereto); provided, however, by written notice to the Sellers, Purchaser may, in its sole and absolute discretion, amend or revise Schedule 2.1(f) (i) at any time prior to the Sale Hearing, in order to add any Contract to such Schedule 2.1(f) and it shall be automatically included as an Assumed Contract for purposes of this Agreement, or remove any Contract to such Schedule 2.1(f) and it shall automatically be deemed a Retained Contract for purposes of this Agreement, and (ii) at any time after the Closing Date to remove any Contract from such Schedule 2.1(f) in the event that after Closing, (A) the Bankruptcy Court determines (or the parties otherwise agree) that the actual Cure Costs exceed the estimated Cure Costs listed on Schedule 5.12(a), or (B) a timely filed objection to a Cure Cost or to Purchaser’s assumption and assignment of a Contract is not resolved, and such removed Contract shall be automatically deemed a Retained Contract for purposes of this Agreement; provided, that Purchaser has notified Sellers in writing of the removal of any such Contract no later than thirty (30) days following the final determination of the actual Cure Cost of such Contract. Furthermore, if it is discovered that

a Contract should have been listed on Schedule 5.12(a) but was omitted therefrom (an “**Omitted Contract**”), Sellers shall, promptly following discovery thereof (but in no event later than three (3) Business Days after such discovery), (A) notify Purchaser in writing of such Omitted Contract and the corresponding related Cure Costs thereof (if any) and (B) if requested by Purchaser in writing, file a motion with the Bankruptcy Court on notice to the counterparties to such Omitted Contract seeking entry of an Order fixing the Cure Costs and approving the assumption and assignment of such Omitted Contract in accordance with this Section 2.1(f) (provided, that no Omitted Contract shall be assumed by and assigned to Purchaser unless such Omitted Contract shall be expressly accepted at such time in writing by Purchaser as an Assumed Contract). With respect to each Assumed Contract, Purchaser shall provide adequate assurance of the future performance of such Assumed Contract to the applicable counterparty to such Assumed Contract.

(g) All Permits listed on Schedule 2.1(g), but only to the extent such Permits may be transferred under applicable Law;

(h) All of Sellers’ rights under warranties, indemnities and all similar rights against third parties to the extent related to the Business or any Purchased Assets;

(i) All rights with respect to prepaid expenses, credits, advance payments, security, deposits, charges, sums, and any cash collateral used to secure surety bonds, performance bonds or other transactional assurances to the extent related to the Business or any Purchased Assets, including, any deposits made by the Sellers to any third parties;

(j) Originals, or where not available or to the extent retained by Sellers for Tax purposes, copies, of all books and records, files and papers including books of account, ledgers and general, financial and accounting records, supplier lists, production data, quality control records and procedures, patient complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), strategic plans, internal financial statements and marketing and promotional surveys, material and research, documentation relating to the Transferred Intellectual Property Rights, and other similar documents and records, that relate to the Business or the Purchased Assets;

(k) Copies of all Tax records;

(l) All rights to any Legal Proceedings, credits, allowances, rebates, or rights of setoff (other than against Sellers or any of their respective Affiliates) or claims of any nature available to or being pursued by Sellers arising out of or relating to the Business or any of the Purchased Assets or Assumed Liabilities, whether arising by way of counterclaim or otherwise, including but not limited to (i) claims for breach of contract, or breach of fiduciary duty or tort claims, (ii) all of Sellers’ claims or causes of action, including Avoidance Actions and those vested in any Seller under Sections 541, 542, 544, 545, 547, 548 and 549 (and, to the extent applicable for remedies, Sections 550 and 551) of the Bankruptcy Code and (iii) all of Sellers’ claims or causes of action (if any) existing or hereafter arising in law, equity, contract, tort, or otherwise, against the Sponsor (the “**Sponsor Claims**”);

(m) All Accounts Receivable (whether billed or unbilled), and any security, claim, remedy or other rights related to such Accounts Receivable or to the collectability thereof;

- (n) All Improvements;
- (o) All rights to the telephone and facsimile numbers and email addresses used by Sellers;
- (p) (i) All Insurance Policies that may be transferred or assigned to Purchaser, except to the extent included as a Retained Asset on Schedule 2.2(c), including but not limited to the rights to make, administer and settle claims under any such Insurance Policies and to pursue and exhaust applicable coverage (including initiating, prosecuting and resolving litigation), and (ii) the amount of, and all rights to any insurance proceeds received by Sellers under any such Insurance Policies after the date hereof in respect of any loss, liability, destruction or condemnation of any Purchased Assets occurring prior to, on or after the Closing or relating, in any respect, to any Assumed Liabilities.
- (q) All rights under non-disclosure or confidentiality, non-compete or non-solicitation agreements with employees and agents of any Seller or with third parties (including, any non-disclosure or confidentiality, non-compete or non-solicitation agreements entered into in connection with an Auction (as defined in the Bidding Procedures Order)), in each case, which relate to the Business or any of the Purchased Assets or Assumed Liabilities;
- (r) All unexpired, transferable warranties, indemnities, or guaranties from any third party with respect to the Business or any Purchased Asset or Assumed Liability, including any item of real property, personal property or equipment;
- (s) All employee and personnel records, including all current employment eligibility verification forms and all other records related to employment, documents and papers, of the Transferred Employees;
- (t) Any assets Tax Returns, Tax refunds, rebates, abatements, adjustments, credits, prepayments of Taxes and similar items of any Seller;
- (u) All rights in or under the Seller Plans that are maintained, sponsored, or contributed or required to be contributed to by Sellers for the benefit of any Transferred Employee, as set forth on Schedule 2.1(u) (each, an “**Assumed Seller Plan**”), including all pre-payments, deposits and refunds thereunder and any assets maintained pursuant thereto or in connection therewith; provided, that, by written notice to the Sellers, Purchaser may, in its sole and absolute discretion, amend or revise Schedule 2.1(u) after the date hereof but no later than ten (10) days prior to the Closing Date in order to (i) add any Seller Plan to such Schedule 2.1(u) and it shall be automatically included as an Assumed Seller Plan for purposes of this Agreement or (ii) remove any Assumed Seller Plan from such Schedule 2.1(u) and it shall be automatically deemed a Retained Asset for purposes of this Agreement;
- (v) All goodwill and other intangible property and all privileges, relating to, arising from or associated with any of the assets described in the foregoing clauses, the Assumed Liabilities and/or the Business; and

(w) All other properties, assets and rights owned by Sellers as of the Closing Date, or in which Seller has an interest, which are used in or relates to the Business and which are not otherwise Retained Assets.

2.2 Retained Assets. Notwithstanding anything to the contrary in this Agreement, the Purchased Assets shall not include any of the following assets, properties or rights (collectively, the “*Retained Assets*”):

- (a) The Wind Down Amount;
- (b) All rights of Sellers under this Agreement, the Transaction Documents or the Retained Contracts;
- (c) (i) All Insurance Policies of each Seller set forth on Schedule 2.2(c), and all credits, premium refunds, proceeds, causes of action or rights arising thereunder in respect of any loss, liability, destruction or condemnation of any Retained Assets occurring prior to, on or after the Closing or relating to any Retained Liabilities, (ii) any and all insurance refunds or claims made under any Insurance Policies relating to the Purchased Assets or the Assumed Liabilities on or before the Closing Date, and (iii) the amount of, and all rights to any insurance proceeds under any Insurance Policies received by either the Sellers or Purchaser after the date hereof in respect of the loss, destruction or condemnation of any Retained Assets occurring prior to, on or after the Closing or relating to any Retained Liabilities;
- (d) The Organizational Documents, minute books, qualifications to conduct business as a foreign corporation or limited liability company, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, personnel records, and stock records of Sellers and other similar books and records, financial records, books of account, bank and brokerage records and statements and any other books and records which Sellers are prohibited from disclosing or transferring to Purchaser under applicable Law or are required by applicable Law to retain;
- (e) All shares of capital stock or other equity interests issued in or issued by a Seller;
- (f) All nontransferable Permits;
- (g) All Contracts of Sellers other than the Assumed Contracts (including those set forth on Schedule 2.2(g));
- (h) All Seller Plans and any assets of any Seller Plan or any right, title or interest in any of the assets thereof or relating thereto (other than Assumed Seller Plans);
- (i) All Avoidance Actions that are not otherwise Purchased Assets as described in Section 2.1; and
- (j) The assets, properties and rights specifically set forth on Schedule 2.2(j).

Notwithstanding anything in this Agreement to the contrary, by written notice to the Sellers, Purchaser may, in its sole and absolute discretion, amend or revise this Section 2.2 in order to add, remove or otherwise modify the items set forth above, including to amend or revise Section 2.2(g) at any time prior to the Closing Date, including in order to add any Contract to Schedule 2.2(g), and it shall be automatically included as a Retained Contract for purposes of this Agreement, or remove any Contract from Schedule 2.2(g) and it shall be automatically deemed an Assumed Contract for purposes of this Agreement.

ARTICLE III **ASSUMPTION OF LIABILITIES**

3.1 Assumed Liabilities. Purchaser shall assume no obligation or other liability of any Seller, or of any predecessor or any Affiliate of any Seller, other than the obligations and other liabilities explicitly set forth in this Section 3.1. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees, effective as of the Closing Date, to assume, pay, perform and discharge when due (subject to any defenses or claimed offsets asserted in good faith against the obligee to whom such liabilities are owed), only the following liabilities, responsibilities and obligations of Sellers existing as of the Closing Date (collectively, as modified as applicable pursuant to the last paragraph of this Section 3.1, the “*Assumed Liabilities*”):

(a) All of Sellers’ liabilities, responsibilities and obligations under the Assumed Contracts to the extent first arising out of or relating to events, occurrences, acts or omissions occurring solely from and after the Closing Date;

(b) All claims, liabilities, responsibilities, obligations, costs and expenses arising in any way out of the operation of the Business or the ownership or operation of the Purchased Assets but solely to the extent first arising out of or relating to events, occurrences, acts or omissions occurring solely from and after the Closing Date, including, any and all Taxes arising out of or attributable to the operation or ownership of the Purchased Assets and the Business so long as such Taxes have both arisen and become due and payable solely from and following the Closing Date and excluding, for the avoidance of doubt, all Tax liabilities of any member of an affiliated, consolidated, combined or unitary group of which any Seller or any of its subsidiaries or affiliates (or any predecessor of any of the foregoing) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulation §1.1502-6 and §1.1502-13 or any analogous or similar state, local, or non-U.S. regulation or other Law, and further excluding any and all Taxes of any Person imposed on the Seller or any of its subsidiaries (including with respect to the Purchased Assets) as a transferee or successor, by contract or pursuant to any rule, regulation or other Law, which Taxes relate to an event or transaction occurring prior to the Closing Date;

(c) Subject to Section 2.1(f), all Cure Costs up to the Cure Costs Cap;

(d) All accounts payable of the Business incurred in the Ordinary Course of Business after the Petition Date that are entitled to priority status under Section 503(b) of the Bankruptcy Code (it being understood that trade payables and accrued liabilities shall not include any fees or expenses due to professional persons retained by Sellers or any other party involved in the Bankruptcy Case, including any creditors’ committee) and identified on Schedule 3.1(d) prior

to Closing (collectively, the “***Post-Petition Payables***”) up to an aggregate amount of \$853,391 (the “***Post-Petition Assumed Liabilities Cap***”).

(e) One hundred percent (100%) of the Transfer Taxes; provided, that the aggregate amount of Transfer Taxes assumed by the Purchaser pursuant to this Section 3.1(e) shall not exceed \$25,000 (the “***Transfer Taxes Cap***”); and

(f) The Accrued Payroll.

Nothing contained in this Agreement shall require Purchaser to pay or discharge any Assumed Liabilities (i) prior to such Assumed Liabilities becoming due and payable in accordance with the underlying terms of any Assumed Contract giving rise to or governing such Assumed Liabilities or (ii) so long as Purchaser shall in good faith contest the amount or validity thereof. The Parties acknowledge and agree that the disclosure of any obligation or liability on any schedule to this Agreement or the Transaction Documents shall not create an Assumed Liability or liability of Purchaser, except where such disclosed liability has been expressly assumed by Purchaser as an Assumed Liability in accordance with the provisions of this Section 3.1.

Notwithstanding anything in this Agreement to the contrary, by written notice to the Sellers prior to the Sale Hearing, Purchaser may, in its sole and absolute discretion, amend or revise any scheduled referenced in this Section 3.1 in order to add, remove or otherwise modify the items set forth above. Any liabilities associated with any Contract removed from Schedule 2.1(f) pursuant to Section 2.1(f) or set forth on Schedule 2.2(g) shall be automatically deemed Retained Liabilities for purposes of this Agreement.

3.2 Retained Liabilities. Notwithstanding anything to the contrary in this Agreement or the Transaction Documents, Purchaser shall not assume or be obligated for any liabilities, Claim, Encumbrance, assessments or obligations of any and every kind whatsoever, direct or indirect, known or unknown, absolute or contingent, or whatever nature, whether presently in existence or arising hereafter, not expressly assumed by Purchaser under Section 3.1 and shall under no circumstances be liable or responsible for any liabilities (other than the Assumed Liabilities) of any Seller, or any predecessor or Affiliate thereof, whether existing on the Closing Date or arising thereafter as a result of any act, omission or circumstance taking place prior to the Closing. Purchaser shall not be a successor in interest to any of the Sellers for any purpose and is not answerable for any successor liability Claims. Sellers shall retain all liabilities, responsibilities and obligations of Sellers not specifically included in the Assumed Liabilities (all such liabilities, responsibilities and obligations not being assumed being herein referred to, collectively, as the “***Retained Liabilities***”). For the avoidance of doubt, the Retained Liabilities shall include each of the following items:

(a) Any liability which is not expressly listed as an Assumed Liability in Section 3.1, including any Claims under Section 503 and 507 of the Bankruptcy Code;

(b) Any liabilities of any of the Sellers not related to the operation of the Business or the Purchased Assets;

(c) Any and all liabilities for Taxes, except as otherwise provided in Section 3.1(b), Section 3.1(f) or ARTICLE X;

(d) Any liabilities relating to or arising out of the Retained Assets;

(e) Any liabilities in respect of any Retained Contracts, including any liabilities arising out of the rejection of any such Contracts pursuant to section 365 of the Bankruptcy Code;

(f) Any liabilities to any current or former equityholder or Affiliate of any Seller;

(g) Any liabilities relating to investigations, Claims or other Legal Proceedings (including any workers' compensation matters and all liabilities arising in connection therewith) which arise out of, relate to or otherwise are in respect of (i) the existence, use or operation of the Business or the Purchased Assets prior to the Closing Date, and/or (ii) any actual or alleged violation of any applicable Law (including any Environmental Law and any Occupational Health and Safety Law) or Order by any of the Sellers (or their respective Affiliates);

(h) Any liabilities arising from the ownership or operation of the Business and/or the Purchased Assets prior to the Closing, including, (i) in respect of indebtedness (including arising under any intercompany loan arrangements or promissory notes), and (ii) all accounts payable (including vendor trade payables) that are not Assumed Liabilities pursuant to Section 3.1(a);

(i) Any liabilities arising under Environmental Law or with respect to Hazardous Substances in connection with the ownership or operation of the Business and/or the Purchased Assets prior to the Closing, including in respect of the actual or alleged presence, release or threatened release of, or exposure to, any Hazardous Substances and the transportation, storage, treatment, disposal, labeling, generation, manufacturing, recycling, reclamation, use or other handling of any Hazardous Substances;

(j) Any Excluded Employee Liability, except with respect to such liabilities arising under any Assumed Contract or any Assumed Seller Plan (including to the Internal Revenue Service or United States Department of Labor);

(k) Any costs, fees, commissions, expenses and other liabilities owing to any broker, investment banker, financial or restructuring advisor, outside counsel, auditing firm or consultant retained by or on behalf of any Seller (or any of its Affiliates), whether relating to or arising out of the Transactions or otherwise, except as otherwise permitted in the DIP Order;

(l) Any liability of any Seller with respect to any Lien (except Permitted Liens) (including with respect to the Business and/or the Purchased Assets, to the extent arising out of or relating to the existence, use or operation of the Business or the Purchased Assets prior to the Closing); and

(m) Any liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of any Seller (or any of its Affiliates) (including with respect to any breach of fiduciary obligations by same).

Notwithstanding anything in this Agreement to the contrary, but without limiting, amending or otherwise modifying any of the rights set forth in Sections 2.1 and/or 2.2 above, within ten (10) Business Days following the delivery by the Sellers of the final and complete Disclosure Schedules, by written notice to the Sellers, Purchaser may, in its sole and absolute discretion, amend or revise this Section 3.2 in order to add, remove or otherwise modify the items set forth above.

ARTICLE IV **CONSIDERATION**

4.1 Purchase Price. The total consideration to be paid by Purchaser to Sellers for the Purchased Assets (the “**Purchase Price**”) is: (a) a credit bid, on a dollar-for-dollar basis, pursuant to section 363(k) of the Bankruptcy Code, in an aggregate amount of not less than \$30,000,000, of a portion of the Purchaser Secured Claims, comprised of (i) the full amount of the obligations owing by the Sellers as of the Closing under the DIP Facility, including any unpaid principal, interest, fees, and costs, and (ii) a portion of the obligations owing by the Sellers as of the Closing under the Pre-Petition Facility (the amount of such credit bid, which may be increased by the Purchaser, in the Purchaser’s sole discretion, at any time prior to the Closing, and such amount, “**Credit Bid Amount**”); (b) the payment by Purchaser of the Cure Costs (subject to the Cure Costs Cap); (c) the assumption by Purchaser of the Assumed Liabilities; and (d) cash equal to the amount of the Accrued Payroll; provided, that, with respect to subsection (d), (x) Sellers shall deliver written notice to Purchaser of (A) its estimate of the portion of Accrued Payroll to be paid at least three (3) Business Days prior to the date upon which such portion of the Accrued Payroll becomes due and payable and (B) the actual Accrued Payroll by no later than 12:00 pm Central Time on the day that is one (1) Business Day prior to the date upon which such portion of the Accrued Payroll becomes due and payable, and (y) Purchaser shall pay cash to Sellers in the amount of the actual portion of such Accrued Payroll within twenty-four (24) hours of receipt of the notice described in subsection (B) above.

4.2 Allocation of Purchase Price. The Purchase Price will be allocated for Tax purposes among the Purchased Assets in accordance with Section 1060 of the Code, as determined by Purchaser after consultation with Sellers, and Purchaser shall deliver to Sellers the allocation within one hundred (100) days after Closing. The allocation shall be binding on Purchaser and Sellers for all purposes, including the reporting of gain or loss and determination of basis for income Tax purposes, and each of the Parties agrees that it will file a statement (on IRS Form 8594 or other applicable form) setting forth such allocation with its federal and applicable state income Tax Returns and will also file such further information or take such further actions as may be necessary to comply with the Treasury Regulations that have been promulgated pursuant to Section 1060 of the Code and other similar applicable state Laws and regulations. Purchaser and Sellers shall not take any positions that are inconsistent with this allocation unless required to do so by applicable Law.

4.3 Cure Costs. Purchaser shall as promptly as reasonably practicable or thereafter upon assumption of the applicable Assumed Contract, pay all Cure Costs (subject to the Cure Costs Cap) associated therewith (if any).

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby represents and warrants to Purchaser, as of the date hereof and as of the Closing, as follows:

5.1 Organization and Good Standing.

(a) CIS is a corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma.

(b) CIS Treasury is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas.

(c) Each Seller is, duly licensed or qualified to transact business and is in good standing in each jurisdiction in which the ownership of Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary, except to the extent that the failure to be so licensed, qualified or in good standing (i) would not adversely affect the ability of a Seller to carry out its obligations under this Agreement or the Transaction Documents and to consummate the Transactions (including by delaying or impairing the consummation of the Transactions), or (ii) would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Business, the Purchased Assets or the Assumed Liabilities.

5.2 Power; Authority; Enforceability. Each Seller has full corporate or limited liability company power, as applicable, to: (a) own, lease and operate the Purchased Assets and carry on the Business as and where such assets are now owned or leased and as the Business is presently being conducted; and (b) execute, deliver and perform this Agreement, the Transaction Documents and all other agreements and documents to be executed and delivered by such Seller in connection herewith (the “***Seller Documents***”), subject to entry of the Sale Order and such authorization as may be required by the Bankruptcy Court (including satisfying any conditions imposed by the Bankruptcy Court) and compliance with all requirements of the Bankruptcy Code. All requisite actions to approve, execute, deliver and perform this Agreement and the Seller Documents have been taken by Sellers. This Agreement and each of the Seller Documents have been duly executed and delivered by such Seller and constitute binding obligations of such Seller, enforceable against each such Seller, in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, and other Laws affecting creditors’ rights generally and by principles of equity.

5.3 Title to Assets; Condition of Assets.

(a) Sellers have or will have as of immediately prior to the Closing good and valid title to, or, in the case of leased or subleased Purchased Assets (including the Leased Real Property), valid and subsisting leasehold interests in, all of the Purchased Assets, free and clear of all Liens (other than Pre-Petition Permitted Liens). Upon consummation of the Transactions at the Closing and subject to the entry of the Sale Order, each Seller will convey such title to or rights to use, all of the Purchased Assets, free and clear of all Liens (other than Assumed Liabilities and

Pre-Petition Permitted Liens) to Purchaser. Except for the Retained Assets, the Purchased Assets constitute all of the assets, rights, interests, claims and properties used in (to the extent Sellers hold rights, title and interest in such tangible personal property) or held for use in the conduct of the Business, or otherwise necessary for Purchaser to conduct and operate the Business immediately after the Closing in all material respects as presently conducted by Sellers. All tangible Purchased Assets are located on the Leased Real Property.

(b) Except as set forth on Schedule 5.3(b), all of the buildings, equipment and other tangible personal property used in (to the extent a Seller holds rights, title and interest in such tangible personal property) or held for use in connection with the Business that are included as Purchased Assets, are in good operating condition and repair, free of defects and in a state of good maintenance, ordinary wear and tear excepted, in all material respects.

5.4 Noncontravention; Governmental Filings.

(a) Subject to the entry of the Sale Order, the execution, delivery and performance by Sellers of this Agreement and the Transaction Documents and the consummation of the Transactions do not and will not (i) violate any Seller's Organizational Documents, (ii) assuming compliance with the matters referred to in the last sentence of this Section 5.4(b), to the Knowledge of Sellers, violate any applicable Law, (iii) violate, conflict with, constitute a breach or a default under (or event which, with the giving of notice or lapse of time, or both, would become a default) or give rise to any right of termination, amendment, revocation, suspension, payment, loss of benefit under, cancellation or acceleration of any Contract which constitutes a Purchased Asset or Assumed Liability, except for breaches and defaults referred to in Section 365(b)(2) of the Bankruptcy Code or (iv) result in the creation or imposition of any Lien on any Purchased Asset, except for Pre-Petition Permitted Liens and Assumed Liabilities.

(b) Subject to the entry of the Sale Order, the execution, delivery and performance by Sellers of this Agreement, the Transaction Documents and the consummation of the Transactions by Sellers does not require any action by or in respect of, notification to or filing with, any Governmental Authority other than consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court.

5.5 Litigation. Except as disclosed on Schedule 5.5, as of the date hereof, there are no Legal Proceedings pending against or, to the Knowledge of Sellers, threatened in writing against any Seller, or manager, director, officer or employee of any Seller involving, relating to or affecting, the Purchased Assets, Assumed Liabilities or the Business before any Governmental Authority which (a) if determined adversely to any such Seller would be, individually or in the aggregate, material with respect to the Purchased Assets, Assumed Liabilities or the Business, or (b) questions the validity of this Agreement, any Transaction Document or the Transactions, or in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions. Neither Seller nor, to the Knowledge of Seller, any manager, director, officer or employee of any Seller involved in the Purchased Assets, Assumed Liabilities or the Business, in his or her capacity as such, is, or since January 1, 2018 has been, a party to or in default with respect to any Order with respect to the Purchased Assets, Assumed Liabilities or the Business, other than any such Order where no injunctive or equitable relief was granted and where the monetary damages were covered by insurance.

5.6 Permits. Schedule 5.6 sets forth a complete and correct list of all Permits required to own the Purchased Assets and conduct and operate the Business (including any Permits required by, or related to, Environmental Laws) in a manner consistent with the current practices of Sellers in the Ordinary Course of Business. Except as set forth on Schedule 5.6, (a) each Seller has obtained and is in material compliance with the terms and requirements of each Permit, (b) each such Permit is valid and is presently in full force and effect, and (c) no written notice of revocation, modification, refusal to renew or violation of any Permit has been received from any Governmental Authority and no Legal Proceeding is pending (or threatened) seeking to revoke, suspend, modify, cancel or limit any such Permit. Schedule 5.6 identifies (i) with the demarcation "***" any Permit which is not transferable to Purchaser without the consent or approval of the issuing Governmental Authority, and (ii) with the demarcation "*" any Permit which requires that notice or disclosure be provided to the issuing Governmental Authority as a result of this Agreement or the Transactions.

5.7 Intellectual Property Rights.

(a) Schedule 5.7(a) sets forth all Transferred Intellectual Property Rights that are registered with any Governmental Authority or authorized registrar or for which an application for registration with any Governmental Authority or authorized registrar has been filed as of the date hereof, in each instance enumerating the applicable application number, registration number, title, date of filing, date of issuance, and owner (collectively, the "**Registered Transferred Intellectual Property Rights**"). To the Knowledge of Sellers, all Registered Transferred Intellectual Property Rights is subsisting and in full force and effect.

(b) Schedule 5.7(b) sets forth an accurate, true and complete list of all social media accounts, pages and profiles relating to or used in the Business (the "**Business Social Media Accounts**"). All Business Social Media Accounts are associated with a Seller company email address and, to the Knowledge of Seller, all login credentials (*e.g.*, user names and passwords) are under the sole control of only a Seller's employees.

(c) A Seller is the sole and exclusive legal, beneficial, and with respect to Registered Transferred Intellectual Property Rights, record owner of all right, title and interest in and to the Transferred Intellectual Property Rights, and has the valid and enforceable right to use all Licensed Intellectual Property, in each case, free and clear of all Liens (except for Pre-Petition Permitted Liens). To the Knowledge of Sellers, all of the Transferred Intellectual Property Rights are valid and enforceable, and constitute all of the Intellectual Property Rights owned, used or held for use by any Seller in connection with the Business or otherwise necessary to operate the Business as presently conducted by the Sellers (and as conducted in the Ordinary Course of Business). Neither the execution, delivery, or performance of this Agreement, nor the consummation of the Transactions, will result in the loss or impairment of or payment of any additional amounts with respect to, or require the consent of any other Person in respect of, Purchaser's right to own or use any Transferred Intellectual Property Rights or Licensed Intellectual Property in the conduct of the Business as currently conducted. Immediately following the Closing, all Transferred Intellectual Property Rights and Licensed Intellectual Property will be owned or available for use by Purchaser on substantially the same terms as they were owned or available for use by the Sellers immediately prior to the Closing.

(d) Except as disclosed on Schedule 5.7(d), to the Knowledge of Sellers, (i) the conduct of the Business by Sellers as currently conducted (including the products and services sold or provided by Sellers) does not infringe, misappropriate or otherwise violate any Person's Intellectual Property Rights, and no such claims are pending or threatened in writing against any Seller, and (ii) no Person is infringing, misappropriating or otherwise violating any Intellectual Property Rights included in the Purchased Assets, and no such claims are pending or threatened in writing against any Person by any Seller.

(e) Neither any Seller nor, to the Knowledge of Sellers, any other party to any material IP Contract is, or is alleged to be, in breach of or default under, or has provided or received any notice of breach of, default under, or intention to terminate (including by non-renewal) or to withhold its consent in connection with a transfer to Purchaser (as required pursuant to the Transactions) of, any material IP Contract.

(f) To the Knowledge of Sellers, (i) no Seller has experienced any material failures, disruptions, unauthorized intrusions or breaches of its information technology or telecommunications networks, nor any material loss, theft or unauthorized access to or use of any Personal Information held by or on behalf of such Seller, and (ii) each Seller has implemented industry standard security measures to protect the security of its information technology and telecommunications networks and systems and the privacy and security of any material data or Personal Information stored thereon.

5.8 Compliance with Laws. Each Seller is, and for the past six (6) years has been, in compliance and has not been in violation of any Law applicable to the Purchased Assets, the Assumed Liabilities or the conduct of the Business, except for violations or instances of non-compliance, which do not or would not reasonably be expected to have, individually or in the aggregate, a material and adverse effect on any of the Business, the Purchased Assets or the Assumed Liabilities.

5.9 Employees.

(a) Schedule 5.9 sets forth a complete and correct list of all Business Employees and other service providers as of the date hereof, including each Business Employee's or service provider's (i) annual compensation or rate of pay, target incentive compensation opportunity and frequency of incentive compensation payments, each as applicable (as of the date hereof), (ii) employment agreement (if any), (iii) employment location (city and state), (iv) title or employment position, (v) date of hire or, if applicable, date of rehire, (vi) applicable paymaster/payroll entity, and (vii) the amount of accrued but unused vacation or paid time off as of the date hereof, with each such individual identified as (A) salaried or hourly, (B) exempt or nonexempt, (C) union or nonunion, (D) full-time or part-time, (E) temporary, regular or leased/staffing agency and (F) active or inactive (with the reason for such inactive status specified, *e.g.*, leave of absence, FMLA, disability, layoff, etc.).

(b) (i) Neither Sellers nor any of their respective Affiliates is, or has ever been, a party to or bound by any union collective bargaining agreements or other labor contracts covering any Business Employee or other service provider, there are no unions or similar labor organizations representing or purporting to represent or, to the Knowledge of Sellers, attempting to represent,

any Business Employee or other service provider and no Business Employee or other service provider is attempting, or has attempted, to form a union or similar labor organization; (ii) neither Sellers nor any of their respective Affiliates are experiencing or have experienced in the three (3) years prior to the date of this Agreement, any material labor disputes or work stoppages due to labor disputes in connection with their business and operations and there is not currently, and has not been in the three (3) years prior to the date of this Agreement, any labor strike, dispute, slow down or stoppage actually pending or, threatened against Sellers or any of their respective Affiliates; (iii) neither Sellers nor any of their respective Affiliates have in the three (3) years prior to the date of this Agreement engaged in any unfair labor practices within the meaning of the National Labor Relations Act with respect to its employees or other individuals who provide services that support the business and operations; (iv) neither Sellers nor any of their respective Affiliates have (A) in the ninety (90) days preceding the date of this Agreement implemented any mass layoffs, plant closings or shutdowns as defined under the WARN Act or (B) incurred any liability or obligation under the WARN Act that remains unpaid or unsatisfied; (v) there are no pending employment discrimination, employee health and safety, unfair labor practice, wage and hour, unemployment compensation, worker's compensation, immigration, union grievance or other employment-related claims, citations, proceedings or, to the Knowledge of Sellers, investigations or allegations against Sellers or any of their respective Affiliates; and (vi) Sellers and their respective Affiliates have complied in all material respects with all applicable legal requirements relating to employment and employment practices, including all legal requirements respecting terms and conditions of employment, wages, hours, classification of employees, including for minimum wage, overtime, and independent contractor purposes, discrimination in employment, immigration, occupational health and safety, disability rights or benefits, equal opportunity, plant closures and layoffs, affirmative action, workers' compensation, labor relations and collective bargaining and are not liable for any arrears of wages or any Taxes or penalties for failure to comply with any of the foregoing. To the Knowledge of Sellers, in the last four (4) years, no allegations of sexual or other unlawful harassment or discrimination have been made against (A) any officer of Sellers or any of their respective Affiliates or (B) any Business Employee or other service provider. Sellers and their respective Affiliates have correctly classified each of its respective service providers as "employees" or "independent contractors" and as "exempt" or "non-exempt" for all purposes and has properly reported all compensation paid to such service providers for all purposes.

5.10 Employee Benefit Plans.

(a) Schedule 5.10(a) contains a complete and accurate list of all Seller Plans. Sellers have provided to, or made available to, Purchaser true, correct and complete copies of each Seller Plan (including all plan documents and amendments thereto) including (i) each plan document, and in the case of an unwritten plan, a written description thereof, (ii) all current trust documents, investment management contracts, custodial agreements and insurance contracts relating thereto, (iii) the current summary plan description and each summary of material modifications thereto, (iv) the most recently filed annual report (Form 5500 and all schedules thereto), (v) the most recent Internal Revenue Service determination or opinion letter, (vi) the most recent summary annual report, actuarial report, financial statement and trustee report, (vii) the most recent nondiscrimination tests required to be performed under the Code and (viii) any material correspondence with a Governmental Authority. There are no pending or, to the Knowledge of

Sellers, threatened claims, litigation or other proceedings with respect to any Seller Plan, other than ordinary and usual claims for benefits by participants and beneficiaries.

(b) Each Seller Plan (and any related trust or other funding vehicle) has been established, maintained, funded, operated and administered in material compliance with its terms and all applicable requirements of ERISA, the Code, and other applicable Laws and there has been no written notice issued by any Governmental Authority questioning or challenging such compliance, and there are no audits, examinations, investigations or other legal proceedings (other than non-material routine claims for benefits) pending, or, to the Knowledge of Sellers, threatened, involving any such Seller Plan or the assets of any such Seller Plan. Except as could not be reasonably expected to result in any material liability, no Seller Plan is subject to any audit, investigation, or examination by any Governmental Authority and no such actions are pending or, to the Knowledge of Sellers, threatened with respect to any Seller Plan.

(c) Each Seller Plan which is intended to be qualified within the meaning of Code Section 401(a) is so qualified and has received, or timely requested, a favorable determination letter from the Internal Revenue Service upon which it may rely, or is comprised of a master or prototype plan that has received a favorable opinion letter from the Internal Revenue Service, and its trust is exempt from federal taxation under Code Section 501(a), and to the Knowledge of Sellers, no event has occurred and no facts or conditions exist that would reasonably be expected to adversely affect the qualified status of any such Seller Plan or result in the imposition of any liability, penalty or Tax under ERISA, the Code or other applicable Law. No “prohibited transaction,” within the meaning of Section 4975 of the Code or Sections 406 and 407 of ERISA, or breach of fiduciary duty has occurred with respect to any Seller Plan. None of the Sellers nor any of their respective ERISA Affiliates has any liability (whether or not assessed) under Sections 4980D, 4980H, 6721 or 6722 of the Code.

(d) Except as set forth on Schedule 5.10(d), none of Sellers or any of their respective ERISA Affiliates maintains, sponsors, contributes to or is required to contribute to, or has ever maintained, sponsored, contributed to or been required to contribute to: (i) any Multiemployer Plan, (ii) any pension plan subject to Title IV of ERISA, Part 3 of Title I of ERISA or Section 412 of the Code, (iii) any “multiple employer plan” as defined in Section 413(c) of the Code, (iv) any “multiple employer welfare arrangement” as defined in Section 3(40) of ERISA, (v) a voluntary employee benefit association under Section 501(c)(9) of the Code, or (vi) any plan which provides, or under which Sellers or any of their respective ERISA Affiliate thereof has any liability to provide, retiree or post-employment life insurance, medical, severance or other employee welfare benefits to any participant, except as required by Section 4980B of the Code or any similar applicable Law and at the sole expense of the applicable participant.

(e) None of Sellers or any of their respective ERISA Affiliates sponsors, maintains, or contributes to, or otherwise has any liability with respect to, any Seller Plan that may not be terminated by Sellers or any of their respective ERISA Affiliates in their sole discretion at any time without material liability.

(f) Neither the execution nor the delivery of this Agreement or any other document related to the Transaction or other agreement by Sellers or their respective Affiliates nor the consummation of the Transactions, either alone or in combination with another event, will

(i) entitle any Business Employee or other service provider to any payment; (ii) increase the amount of compensation or benefits due to any Business Employee or other service provider; (iii) accelerate the vesting, funding or time of payment of any compensation, equity award or other benefits; (iv) result in any obligation or other liability to or obligation or commitment by Purchaser or any of its Affiliates to any Business Employee or other service provider; or (v) give rise to payments or benefits that, separately or in the aggregate, could be nondeductible to the payor under Section 280G of the Code or would result in an excise Tax on any recipient under Section 4999 of the Code. No current or former Business Employee or other service provider of the Sellers has a right to receive a gross-up payment with respect to any excise Taxes that may be imposed upon such individual pursuant to Code Section 409A, Code Section 4999 or otherwise.

5.11 Real Property.

(a) The Leased Real Property constitutes all of the real property (whether leased, subleased or licensed) used by Sellers in connection with the Business. Sellers do not own, nor have they ever owned, any real property which is used in connection with the Business.

(b) Schedule 5.11(b) lists each lease or sublease, including all amendments, modifications or supplements thereof, pursuant to which a Seller occupies any Leased Real Property (collectively, the “***Real Property Leases***”). Sellers have delivered (or otherwise made available) to the Purchaser a true, correct and complete copy of each Real Property Lease, in each case, as amended or otherwise modified and in effect, together with extension notices, lease summaries, notices or memoranda of lease, estoppel certificates and subordination, non-disturbance and attornment agreements related thereto.

5.12 Contracts.

(a) Schedule 5.12(a) sets forth a list of (i) all executory Contracts and (ii) all other Contracts that are material to the Business, including the Real Property Leases, to which any Seller is a party or by which any Seller, the Business or the Purchased Assets are bound or to which the Assumed Liabilities relate, including any Contract under which any Seller continues to have any obligation or liability as of the date of this Agreement, and Sellers’ good faith estimate of the Cure Costs associated with each. Sellers have made available to Purchaser or its representatives true, complete and correct copies of all material Contracts (including any amendments thereto).

(b) Other than the obligation to pay Cure Costs (if any) set forth on Schedule 5.12(a), or as a result of (i) rejection by Sellers in the Bankruptcy Cases, (ii) the automatic stay under the Bankruptcy Code, (iii) any consequence of any of the foregoing, and except as set forth on Schedule 5.12(b), with respect to each such Contract no Seller that is party thereto, as applicable, or, to the Knowledge of Sellers, any third party is in default or breach with respect to any obligation to be performed under any such material Contract, except for any breach or default, individually or in the aggregate, that would not reasonably be expected to be material to the Business, the Purchased Assets, or the Assumed Liabilities. Each such Contract is valid, binding and in full force and effect, enforceable against all applicable Sellers and, to the Knowledge of Sellers, enforceable against the other party or parties thereto, in each case, in accordance with the terms thereof (except (A) as enforcement may be limited by applicable bankruptcy, receivership, insolvency, reorganization, moratorium, fraudulent conveyance, equitable subordination or similar

Laws of general application and other Laws affecting creditors' rights generally and (B) insofar as the availability of equitable remedies may be limited by applicable Law).

5.13 Environmental Matters.

(a) Except as set forth on Schedule 5.13(a), Sellers are, and for the past six (6) years have been, in compliance, in all material respects with all applicable Environmental Laws with respect to the Leased Real Property, the Business and the Purchased Assets. No Seller is the subject of any outstanding material liability in respect of any actual or alleged violations of Environmental Laws or any actual or alleged release of a Hazardous Substances with respect to the Leased Real Property, the Business and/or the Purchased Assets. The Sellers have obtained all Permits required under all applicable Environmental Laws necessary to operate the Business and to own, lease or operate the Purchased Assets, subject to renewal of such Permits in the Ordinary Course of Business.

(b) Except as set forth on Schedule 5.13(b), no Seller has received written notice or other communication from any Governmental Authority or other Person, or been the subject of any Legal Proceeding, in each case, alleging material liability arising under Environmental Law or relating to any Hazardous Substance with respect to the Leased Real Property, the Business or the Purchased Assets, including any obligation of any Seller to undertake or bear the cost of any investigation, corrective action, remediation or monitoring with respect to the Leased Real Property, any off-site disposal facility or other property used in connection with the Business, the Business or the Purchased Assets, in each case, which remains unperformed, outstanding or unresolved. To the Knowledge of Sellers, no such Legal Proceeding is threatened with respect to the Leased Real Property, the Business, the Assumed Liabilities, the Purchased Assets or any real property previously owned, leased, subleased, occupied operated or otherwise used by any Seller in connection with the Business.

(c) No Seller has retained or assumed by Contract or operation of Law, any liability of (or other obligation with respect to) any third party under any Environmental Law.

5.14 Insurance. Schedule 5.14 sets forth a true and complete list of the insurance policies (collectively, the "***Insurance Policies***") maintained by each Seller that cover (or relate to) the Business, the Purchased Assets and/or the Assumed Liabilities. Each of the Insurance Policies are in full force and effect and all premiums due thereon as of the date hereof have been paid. Except as set forth on Schedule 5.14, there are no claims, by or with respect to any Seller pending under any of the Insurance Policies or disputes with insurers with respect thereto. Sellers have made available to Purchaser true, complete and accurate copies of all Insurance Policies. Sellers have not received any written notice of cancellation or non-renewal of, or material reduction of coverage with respect to, any such Insurance Policy.

5.15 Occupational Safety and Health Matters. Except as set forth on Schedule 5.15:

(a) Each Seller and the Business is, and for the past six (6) years has been, in compliance in all material respects with all applicable Occupational Safety and Health Laws, and no reason exists why any Seller or the Business would not be capable of continued operation of

the Business in compliance with applicable Occupational Safety and Health Laws without undue expense or burden.

(b) No Seller has received any written notice or other communication from any Governmental Authority or any other Person regarding (i) any failure to comply in any material respect with any applicable Occupational Safety and Health Law or (ii) any obligation to undertake or bear any cost of any material Occupational Safety and Health Liabilities, in connection with the Leased Real Property, the Business and the Purchased Assets, and to the Knowledge of Sellers, there are no facts or circumstances that can be reasonably expected to form the basis of any of the foregoing.

(c) Sellers have made available to Purchaser copies of any occupational health and safety assessments, audit reports or similar studies or analyses relating to the Business, and Leased Real Property that has been prepared on behalf of any Seller (or its Affiliates) in the past six (6) years.

5.16 Taxes.

(a) Each Seller has timely filed all Tax Returns in respect of the Business and/or the Purchased Assets required to be filed with the appropriate Governmental Authority. All such Tax Returns are true, complete and correct in all respects and were prepared in compliance with all applicable Laws. All Taxes relating to the Business and/or the Purchased Assets that are due and payable, whether or not shown to be payable on such Tax Returns, have been or will be timely paid before or at the Closing. Except as set forth on Schedule 5.16(a), no examination of any such Tax Return is currently in progress by any Governmental Authority and no Seller has received written notice (or, to the Knowledge of Sellers, oral notice) of any contemplated examination of any such Tax Return and no adjustment has been proposed in writing (or, to the Knowledge of Sellers, orally) with respect to any such Tax Returns by any Governmental Authority.

(b) Except as set forth on Schedule 5.16(b), no Seller has agreed to any waiver or extension of any statute of limitations in respect of Taxes with respect to the Business and/or the Purchased Assets. There are no pending or threatened audits, investigations, disputes, notices of deficiency, claims or other Legal Proceedings for or relating to any liability for Taxes relating to the Business and/or the Purchased Assets.

(c) No Seller is a party to any “closing agreement” as described in Section 7121 of the Code (or any similar provision of state, local, or foreign Law) or any other agreement with any Governmental Authority with respect to Taxes and with respect to the Business and/or the Purchased Assets. No private letter ruling, technical advice memoranda or similar rulings have been requested or issued by any Governmental Authority with respect to any of the Sellers.

(d) No Seller is in default under, nor does there exist any condition which, with the giving of notice or passage of time, would constitute a default by any Seller under any agreement with any Governmental Authority that provides for or results in a reduction, rebate or exemption from Taxes or any other form of Tax incentive.

(e) Each Seller has withheld and timely paid and timely deposited all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party (in each case, with respect to the Business and/or the Purchased Assets) and all IRS Forms W-2 and Forms 1099 (or any other applicable form) required with respect thereto have been properly and timely filed and properly and timely distributed.

(f) No Seller is a party to any Tax allocation, indemnification or sharing agreement. No Seller (i) has been a member of an affiliated group filing a consolidated federal income Tax Return, or (ii) has any liability for the Taxes of any Person under Treasury Regulation 1.1502-6 (or any similar provision of state, local, or foreign Law), as a transferee or successor, by Contract, or otherwise.

(g) No Seller is or has been a party to any “listed transaction,” as defined in Section 6707A(c)(2) of the Code and Treasury Regulation 1.6011-4(b)(2).

(h) There are no Liens for Taxes on the Purchased Assets.

(i) No claim has been made in writing by any Governmental Authority in a jurisdiction where a Seller does not file Tax Returns that such Seller is or may be subject to taxation by that jurisdiction with respect to the Business and/or Purchased Assets.

(j) No power of attorney with respect to Taxes has been executed or filed with any Governmental Authority by or on behalf of any Seller that will remain in effect after the Closing Date.

(k) Each Seller has, with respect to the Business and/or the Purchased Assets, properly (i) collected and remitted sales and similar Taxes with respect to sales made to its customers, and (ii) for all sales that are exempt from sales and similar Taxes that were made without charging or remitting sales or similar Taxes, received and retained any appropriate Tax exemption certificates and other documentation qualifying such sale as exempt.

5.17 Material Customers; Material Suppliers.

(a) Schedule 5.17(a)(i) sets forth a list of the top ten (10) customers of the Business by dollar volume of revenue received by the Sellers for each of (a) the eleven (11) month period ended on November 30, 2022, and (b) the twelve (12) month period ended on December 31, 2021, as well as the corresponding dollar volumes for such periods (collectively, the “**Material Customers**”). In the last three (3) years, no Seller nor any of its Affiliates has received any notice from any Material Customer that any such Material Customer has or may stop, materially decrease the rate of, or materially change the terms (whether related to payment, price or otherwise) with respect to its purchase of products or services from the Business, whether as a result of the consummation of the Transactions or otherwise, nor during the last twelve (12) months has any Material Customer canceled, materially modified, or otherwise terminated (or threatened in writing (or to the Knowledge of Sellers, orally) to do the same) its relationship with the Business or materially decreased its purchase of products or services (or threatened to do the same) from the

Business. Except as set forth on Schedule 5.17(a)(ii), there are no disputes between any Seller (or the Business), on the one hand, and any Material Customer, on the other hand.

(b) Schedule 5.17(b)(i) sets forth a list of the top ten (10) suppliers of the Business by dollar volume of expenses paid by the Sellers for each of (a) the eleven (11) month period ended on November 30, 2022, and (b) the twelve (12) month period ended on December 31, 2021, as well as the corresponding dollar volumes for such periods (collectively, the “**Material Suppliers**”). In the last three (3) years, no Seller nor any of its Affiliates has received any notice from any Material Supplier that any such Material Supplier has or may stop, materially decrease the rate of, or materially change the terms (whether related to payment, price or otherwise) with respect to supplying materials, products or services to the Business, whether as a result of the consummation of the Transactions or otherwise, nor during the last twelve (12) months has any Material Supplier canceled, materially modified, or otherwise terminated (or threatened in writing (or to the Knowledge of Sellers, orally) to do the same) its relationship with the Business or materially decreased its services, supplies or materials (or threatened to do the same) to the Business. Except as set forth on Schedule 5.17(b)(ii), there are no disputes between Seller (or the Business), on the one hand, and any Material Supplier, on the other hand.

5.18 Affiliated Transactions. Except as set forth on Schedule 5.18, to the Knowledge of Sellers, no Related Party nor the Sponsor (a) is a party to any Contract or transaction involving the Business other than (i) loans and other extensions of credit to directors and officers of a Seller (and/or the Business) for travel or business expenses or other employment-related purposes in the Ordinary Course of Business, none of which are material, individually or in the aggregate, and (ii) employment arrangements, or (b) owns, directly or indirectly, any interest in, or is an officer, director, employee or consultant of, any Person which is, or is engaged in business as a material customer, supplier, lessor, lessee, competitor of the Business, or any other Person with a material commercial relationship with the Business.

5.19 Brokers or Finders. Except as set forth on Schedule 5.19, Sellers have not entered into any agreement or arrangement to pay any commission, brokerage, finder’s fee or other similar compensation arrangement or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders’ fees or other similar fees in connection with this Agreement or the Transactions.

5.20 No Implied or Other Representations or Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT SELLERS AND ANY OF THEIR RESPECTIVE AFFILIATES AND THE SPONSER ARE NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY GIVEN IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR REPRESENTATION AS TO CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO ANY OF THE PURCHASED ASSETS, AND IT IS UNDERSTOOD THAT EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PURCHASER TAKES ALL OF SUCH PROPERTIES AND ASSETS ON AN “AS IS” AND “WHERE IS” BASIS. NEITHER SELLERS NOR ANY STOCKHOLDERS, MEMBERS, EMPLOYEES, MANAGERS, DIRECTORS, OFFICERS OR REPRESENTATIVES OF SELLERS HAVE MADE, AND SHALL NOT BE DEEMED TO

HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES IN ANY PRESENTATION OF THE BUSINESS OF SELLERS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREIN, AND NO STATEMENT MADE IN ANY SUCH PRESENTATION SHALL BE DEEMED A REPRESENTATION OR WARRANTY HEREUNDER OR OTHERWISE. IT IS EXPRESSLY UNDERSTOOD THAT ANY COST ESTIMATES, PROJECTIONS, PREDICTIONS OR FORWARD-LOOKING STATEMENTS CONTAINED IN ANY DATA, FINANCIAL INFORMATION, MEMORANDA OR OFFERING MATERIALS OR PRESENTATIONS ARE NOT AND SHALL NOT BE DEEMED TO BE OR INCLUDE PRESENTATIONS OR WARRANTIES OF SELLERS OR OF ANY STOCKHOLDER, MEMBER, EMPLOYEE, MANAGER, DIRECTOR, OFFICER, OR REPRESENTATIVE OF SELLERS.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Sellers, as of the date hereof and as of the Closing, as follows:

6.1 Organization and Good Standing. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware.

6.2 Power; Authority; Enforceability. Purchaser has all requisite limited liability power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by it in connection with the consummation of the transactions contemplated hereby and thereby (collectively, the “**Purchaser Documents**”), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Purchaser of this Agreement and each Purchaser Document have been duly and validly authorized by all necessary action on behalf of Purchaser, including approval of its member necessary for it to validly execute and deliver, this Agreement and each Purchaser Document. This Agreement has been, and each Purchaser Document will be at or prior the Closing, duly and validly executed and delivered by the Purchaser, and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Purchaser Document when so executed and delivered will constitute, the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors’ rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a legal proceeding at law or in equity). None of the execution and delivery by Purchaser of this Agreement and the Purchaser Documents, the consummation of the transactions contemplated hereby or thereby, or compliance by Purchaser with any of the provisions hereof or thereof will conflict with, or result in any violation of the Organizational Documents of Purchaser.

6.3 Consents.

(a) Purchaser is not required to obtain any consent, approval, authorization, waiver, Order or Permit of or from, or to make any declaration or filing with, or to give any

notification to, any Person (including any Governmental Authority) in connection with the execution and delivery of this Agreement or the Purchaser Documents by Purchaser, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby or the taking by Purchaser of any other action contemplated hereby or thereby, except for (i) approvals under applicable Laws, if any, and (ii) such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications (A) that have already been obtained or made or (B) of which the failure to have obtained or made would not have a Material Adverse Effect on the Business or would not reasonably be expected to prevent or materially delay the ability of Purchaser to perform or consummate the Transactions.

(b) The execution and delivery by Purchaser of this Agreement or any of the Purchaser Documents, the consummation of the Transactions by Purchaser, or compliance by Purchaser with any of the provisions hereof or thereof will not conflict with, or result in any violation of or a default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of, any Contract or Permit to which Purchaser is a party or by which any of the properties or assets of Purchaser are bound, other than any such conflicts, violations, defaults, terminations or cancellations that would not have a material adverse effect on the ability of Purchaser to consummate the Transactions.

6.4 No Conflicts. No action taken by or on behalf of Purchaser in connection herewith, including, but not limited to, the execution, delivery and performance of this Agreement, and each other agreement and document delivered by it in connection herewith, and consummation of the Transactions, (a) gives rise to a right of termination or acceleration under any Contract to which Purchaser is a party or by which Purchaser is bound; (b) conflicts with or violates (i) any Law; (ii) Purchaser's Organizational Documents; or (iii) any Order to which Purchaser is subject; or (c) constitutes an event which, after notice or lapse of time or both, could result in any of the foregoing, except as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay Purchaser's ability to consummate the Transactions.

6.5 Litigation. There are no Legal Proceedings pending or, to the knowledge of Purchaser, threatened in writing against Purchaser, or to which Purchaser is otherwise a party before any Governmental Authority, which, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of Purchaser to consummate the Transactions. Purchaser is not subject to any Order of any Governmental Authority except to the extent the same would not reasonably be expected to have a material adverse effect on the ability of Purchaser to consummate the Transactions.

6.6 Brokers or Finders. Purchaser has not entered into any agreement or arrangement to pay any commission, brokerage, finder's fee or other similar compensation arrangement or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees or other similar fees in connection with this Agreement or the Transactions.

6.7 No Implied or Other Representations or Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT NEITHER PURCHASER AND ANY OF ITS AFFILIATES (NOR ANY STOCKHOLDERS, MEMBERS, EMPLOYEES, MANAGERS, DIRECTORS, OFFICERS OR

REPRESENTATIVES) ARE MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY GIVEN IN THIS AGREEMENT BY PURCHASER.

ARTICLE VII

CONDITIONS TO CLOSING

7.1 Conditions to Obligations of All Parties. The obligation of each Party to consummate the Transactions on the Closing Date is subject to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by each Party:

- (a) The Bankruptcy Court shall have entered the Bid Procedures Order.
- (b) The Bankruptcy Court shall have entered the Sale Order and such order has become a Final Order.
- (c) There shall be no preliminary or permanent injunction, stay or similar Order of any nature which is in effect and has the effect of making the Transactions illegal or otherwise restraining, enjoining, staying or prohibiting consummation of the Transactions.
- (d) There shall not be in effect any Law restraining, enjoining, or prohibiting the consummation of the Transactions.

7.2 Conditions to Purchaser's Obligations. The obligation of Purchaser to consummate the Transactions on the Closing Date is subject to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived (to the extent legally waiveable) by Purchaser:

- (a) (i) Each of the Seller Fundamental Representations shall be true and correct in all respects at and as of the date hereof and at and as of the Closing Date, as if made at and as of such date (or to the extent such Seller Fundamental Representations speak as of an earlier date, they shall be true and correct in all respects as of such earlier date) and (ii) all other representations and warranties of Sellers contained in this Agreement or any Transaction Document (but disregarding all qualifications or limitations as to "materiality" or "Material Adverse Effect" and words of similar import set forth therein) shall be true and correct in all respects at and as of the date hereof and as of the Closing Date as though made at and as of such date (or to the extent such representations and warranties speak as of an earlier date, they shall be true and correct in all respects as of such earlier date), except where the failure of such representations and warranties which are the subject of this clause (ii) to be true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.
- (b) Each Seller shall have performed and complied in all material respects with all of the covenants, obligations and agreements of such Seller required by this Agreement to be performed or complied with by such Seller on or prior to the Closing Date.
- (c) Since the date of this Agreement, there shall not have occurred any Material Adverse Effect.

(d) All Permits set forth on Schedule 2.1(g) shall have been transferred to Purchaser as legal and beneficial holder thereof, or, if any Permit is not transferable, a replacement permit or license (as applicable), on substantially similar terms shall have been issued to Purchaser.

(e) Each Seller shall have delivered to, or caused to be delivered to, Purchaser the following documents, duly executed by such Seller (where appropriate):

(i) A duly executed counterpart of each Bill of Sale and Assignment and Assumption Agreement;

(ii) A certificate, dated as of the Closing Date and signed by an authorized officer of such Seller, certifying (A) that the conditions contained in Sections 7.2(a) and (b) have been satisfied, (B) that attached thereto are true and complete copies of all resolutions adopted by the board of directors or managers, as applicable, of such Seller authorizing the execution, delivery and performance of this Agreement and the consummation of the Transactions, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby and (C) the names and signatures of the officers of such Seller authorized to sign this Agreement and the other documents to be delivered hereunder;

(iii) An executed IRS Form W-9 from each Seller;

(iv) A copy of the Sale Order;

(v) A duly executed counterpart of the Transition Services Agreement;
and

(vi) Such other document(s) or instruments as may be reasonably required or otherwise requested by Purchaser to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement;

(f) Cash, in an amount equal to the Wind Down Amount, shall be retained in an account designated by Sellers, which is a Retained Asset.

(g) Prior to, or concurrently with, the consummation of Transactions, each of the Related Company Acquisitions shall have been consummated.

(h) The Cure Costs shall not be in excess of the Cure Costs Cap.

(i) The Post-Petition Payables shall not be in excess of the Post-Petition Assumed Liabilities Cap.

(j) The Transfer Taxes shall not be in excess of the Transfer Taxes Cap.

(k) The Accrued Payroll shall not exceed the Accrued Payroll Cap.

7.3 Conditions to Sellers' Obligations. The obligation of each Seller to consummate the Transactions on the Closing Date is subject to the fulfillment on or prior to the Closing Date

of the following conditions, any one or more of which may be waived (to the extent waiveable) by Sellers:

(a) (i) Each of the Purchaser Fundamental Representations shall be true and correct in all respects at and as of the date hereof and at and as of the Closing Date, as if made at and as of such date (or to the extent such Purchaser Fundamental Representations speak as of an earlier date, they shall be true and correct in all respects as of such earlier date), and (ii) all other representations and warranties of Purchaser contained in this Agreement or the Transaction Documents (but disregarding all qualifications or limitations as to “materiality” or “material adverse effect” and words of similar import set forth therein) shall be true and correct in all respects at and as of the date hereof and as of the Closing Date as though made at and as of such date (or to the extent such representations and warranties speak as of an earlier date, they shall be true and correct in all respects as of such earlier date), except for such failure to be so true and correct that, individually or in the aggregate, has not had, or would not reasonably be expected to have, a material adverse effect on the ability of Purchaser to consummate, or would not otherwise materially impair or prevent Purchaser from consummating, the Transactions.

(b) Purchaser shall have performed and complied in all material respects with all of Purchaser’s covenants, obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date.

(c) Purchaser shall deliver a payoff letter, release letter or other similar document acknowledging the conversion of the Credit Bid Amount as consideration for the transfer of the Purchased Assets.

(d) Purchaser shall have delivered to, or caused to be delivered, to Sellers the following documents, duly executed by Purchaser (where appropriate):

(i) A duly executed counterpart of each Bill of Sale and Assignment and Assumption Agreement;

(ii) A duly executed counterpart of the Transition Services Agreement;

(iii) Purchaser or its parent (the “*MIP Issuer*”) shall have established a management incentive plan effective as of and conditioned upon the consummation of the Closing (the “*Post-Emergence Incentive Plan*”) providing for the issuance of up to 15% (increasing to 20% if certain performance targets are met) of the fully diluted common equity of the MIP Issuer in the form of restricted stock, options or other equity or equity-based instruments to certain employees of the MIP Issuer and its subsidiaries (including Transferred Employees and employees of the Encompass Services, LLC, Perennial Environmental I, LLC and Applied Consultants, Inc. businesses to be acquired by the MIP Issuer), it being understood that the MIP Issuer will select the participants in the Post-Emergence Incentive Plan in its sole discretion and that the terms of the Post-Emergence Incentive Plan shall be subject to approval by the board of the MIP Issuer and the applicable plan document and individual award agreements thereunder.

(iv) A certificate, dated the Closing Date and signed by an authorized officer of Purchaser, certifying (A) that the conditions contained in Sections 7.3(a) and (b) have been satisfied, (B) that attached thereto are true and complete copies of all resolutions required by the organizational documents of Purchaser authorizing the execution, delivery and performance of this Agreement and the consummation of the Transactions, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby and (C) the names and signatures of the officers of Purchaser authorized to sign this Agreement and the other documents to be delivered hereunder; and

(v) Such other document(s) or instruments as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

ARTICLE VIII **COVENANTS**

8.1 Conduct of the Business.

(a) From the date hereof until the earlier of the termination of this Agreement pursuant to Section 9.2 and the Closing Date, except as expressly set forth on Schedule 8.1(a), Sellers agree to: (i) conduct the Business (including the operation thereof) in the Ordinary Course of Business; (ii) use commercially reasonable efforts to preserve the goodwill and present business relationships (contractual or otherwise) with all customers, suppliers, resellers, employees, licensors, distributors and others having business relationships with the Business; (iii) use commercially reasonable efforts to keep available the services of the Business' current officers, directors, employees and consultants; (iv) use commercially reasonable efforts to preserve and maintain (consistent with past practice) in all material respects the Business' present properties and its tangible and intangible assets (including all of the Purchased Assets); (v) comply in all material respects with all applicable Laws and material Contracts used in or otherwise related to the Business; (vi) withhold, pay and deposit as required all applicable Taxes as such Taxes become due and payable; and (vii) maintain all existing Permits.

(b) From the date hereof until the earlier of the termination of this Agreement pursuant to Section 9.2 and the Closing Date, except (i) in the Ordinary Course of Business, (ii) as required by applicable Law, (iii) as required by the Bankruptcy Court or this Agreement, (iv) as disclosed on Schedule 8.1(b), or (v) with the prior written consent of Purchaser, Sellers will not:

(i) acquire a material amount of assets from (or the equity interests of) any other Person, or sell, lease, license, transfer, encumber or otherwise dispose of any Purchased Assets;

(ii) modify, amend, supplement or terminate any Assumed Contract;

(iii) fail to maintain and keep in full force and effect all existing insurance policies for the benefit of the Business or the Purchased Assets (including the Insurance Policies), other than such insurance policies that expire by their terms (in which

event Sellers shall use reasonable best efforts to renew or replace such insurance policies) or changes to such insurance policies made in the Ordinary Course of Business;

(iv) except to the extent required by the terms of the applicable Seller Plan as in effect on the date hereof (excluding any discretionary actions permitted under any Seller Plan), (i) increase the salary, bonus or severance arrangements of any employee or other service provider receiving annualized total compensation of \$150,000 or more; (ii) adopt, enter into, amend or terminate any Seller Plan (including any employee benefit plan or arrangement which would be a Seller Plan if entered into as of the date hereof); (iii) exercise any discretion to accelerate the vesting or payment of any compensation or benefit under any Seller Plan; (iv) grant any loan to, increase the compensation or benefits of or pay any material bonus to any Business Employee or other service provider; (v) grant any severance, change of control, retention, termination or similar compensation or benefits to any Business Employee or other service provider; (vi) pay to any Business Employee or other service provider any benefit or amount not required under any Seller Plan as in effect on the date of this Agreement; (vii) hire or terminate the employment of any Business Employee or other service provider receiving annualized total compensation of \$150,000 or more; (viii) transfer the employment of any employee or other service provider from a status in which such employee would have been a Business Employee to a status in which such employee will not be a Business Employee; or (ix) transfer the employment of any employee from a status in which such employee would not have been a Business Employee to a status in which such employee will be a Business Employee;

(v) make, revoke or change any Tax election, file any amended Tax Return, revoke or change any Tax accounting method, enter into any closing agreement within the meaning of Section 7121 of the Code, request any Tax ruling with or from a Governmental Authority, surrender any right to claim a Tax refund, offset or other reduction in Tax liability, consent to any extension or waiver of limitations period applicable to any Tax claim or assessment, or settle any Tax proceeding;

(vi) change any financial accounting policies or procedures or any methods of reporting income, deductions or other material items for financial accounting purposes, except as required by GAAP or applicable Law;

(vii) (A) materially accelerate collection of notes or Accounts Receivable in advance of their regular due dates or the dates when the same would have been collected in the Ordinary Course of Business; (B) materially delay or accelerate payment of any account payable in advance of its due date or the date such liability would have been paid in the Ordinary Course of Business; (C) make any material changes to cash management policies; or (D) materially delay or postpone the repair or maintenance of the Purchased Assets (including any of the Leased Real Property).

(viii) adopt any amendments to the Organizational Documents of any Seller;

(ix) form any new subsidiary of any Seller;

(x) waive, release, assign, settle or compromise any material pending or threatened Legal Proceeding;

(xi) demolish or remove any Improvement on the Leased Real Property or erect Improvements on the Leased Real Property or any portion thereof;

(xii) make or enter into any new commitment for capital expenditures (except as permitted pursuant to the DIP Facility);

(xiii) subject any of the Purchased Assets to any Lien, except for permitted post-petition liens and any Lien secured and granted pursuant to the DIP Order or a cash collateral order;

(xiv) take any action with respect to the Purchased Assets, the Assumed Liabilities or the Business relating to, as a result of, or on the basis of, the COVID-19 pandemic, except to the extent required by applicable Law;

(xv) take any action that would reasonably be expected to cause the failure of any condition contained in Section 7.2 (other than actions taken by Sellers in connection with the discharge of their fiduciary duties during the Bankruptcy Cases); or

(xvi) agree or commit to do any of the foregoing.

8.2 Access. From the date hereof until the Closing Date, Sellers shall provide Purchaser and its representatives reasonable access, during normal business hours upon reasonable advance notice, to Sellers' personnel, facilities and all books and records and such other information and Persons relating to the Business as Purchaser may reasonably request in such a manner as not to interfere with the conduct of the Business. Notwithstanding anything to the contrary in this Agreement, Sellers shall not be required to disclose any information to Purchaser if such disclosure would (a) jeopardize any attorney-client or other privilege; or (b) contravene any applicable Law.

8.3 Bankruptcy Court Matters.

(a) Bankruptcy Court Filings.

(i) Sale Order and Bidding Procedures Order. Sellers shall seek entry of the Sale Order, the Bidding Procedures Order, and any other necessary orders by the Bankruptcy Court to consummate the Closing as soon as reasonably practicable following the execution of this Agreement. Purchaser and Sellers understand and agree that the Transaction is subject to approval by the Bankruptcy Court. Purchaser and Sellers acknowledge that to obtain such approval and to satisfy the Sellers' fiduciary duties to all applicable stakeholders in accordance with applicable Law, the Sellers must demonstrate that they have taken reasonable steps to obtain the highest or otherwise best offer possible for the Purchased Assets, and that such demonstration shall include giving notice of the Transactions to creditors and other interested parties as ordered by the Bankruptcy Court and, if necessary, conducting the Auction (as defined in the Bidding Procedures Order). Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order and Bidding Procedures Order,

including a finding of adequate assurance of future performance by Purchaser, and furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a “good faith” purchaser under section 363(m) of the Bankruptcy Code. In the event the entry of the Sale Order or the Bidding Procedures Order shall be appealed, Sellers shall use commercially reasonable efforts to defend such appeal, and Purchaser shall cooperate in such efforts.

(ii) Sellers shall file such motions or pleadings as may be appropriate or necessary to: (A) assume and assign the Assumed Contracts, and (B) subject to the consent of the Purchaser, determine the amount of the Cure Costs; provided that nothing herein shall preclude Sellers, subject to Purchaser’s prior written consent, from filing such motions to reject any Contracts or Leases that are not listed on Schedule 2.1(f) or that have been designated for rejection by Purchaser.

(iii) Sellers shall (A) consistent with their respective obligations as fiduciaries under the Bankruptcy Code, cooperate with Purchaser concerning the Bidding Procedures Order, the Sale Order, and any other orders of the Bankruptcy Court relating to the transactions contemplated by this Agreement, and (B) use commercially reasonable efforts to provide Purchaser with copies of all applications, pleadings, notices, proposed orders and other documents relating to this Agreement or the transactions contemplated hereby, in advance of the proposed filing date so as to permit the Purchaser sufficient time to review and comment on such drafts and, with respect to all provisions that impact the Purchaser or relate to the transactions contemplated by this Agreement, such pleadings and proposed orders shall be in form and substance acceptable to the Purchaser and materially consistent with this Agreement. Sellers shall give Purchaser reasonable advance notice of any hearings regarding the motions required to obtain the issuance of the Bidding Procedures Order and the Sale Order.

(b) On the Petition Date, Sellers shall file with the Bankruptcy Court the Bidding Procedures Motion, together with a substantially final form of this Agreement. Sellers shall promptly serve true and correct copies of all applicable pleadings and notices in accordance with the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules and any other applicable order of the Bankruptcy Court.

8.4 Employee Matters.

(a) By no later than the date that is ten (10) Business Days prior to the Closing Date, Purchaser shall, or shall cause its applicable Affiliate or designee to, provide an offer of at-will employment to each Business Employee that Purchaser determines, in its sole and absolute discretion, to offer at will employment, that provides for employment with Purchaser or an Affiliate or designee thereof commencing as of the Closing on terms and conditions consistent with this Section 8.4. Each Business Employee who is offered and accepts such offers of employment with Purchaser based on the initial terms and conditions set by Purchaser and further then actually commences employment with Purchaser will become a “***Transferred Employee***”, with such employment to be effective as of 12:01 a.m. on the Closing Date. Sellers shall terminate, or shall cause to be terminated, effective as of immediately prior to 12:01 a.m. on the Closing Date,

the employment of all Transferred Employees. Sellers will reasonably cooperate with any reasonable requests by Purchaser in order to facilitate the offers of employment and delivery of such offers. Purchaser shall have no obligations, liabilities or responsibilities with respect to any Business Employees who do not become Transferred Employees, and Purchaser shall not be required to maintain any minimum benefit or compensation levels or prevent any change in the employee benefits provided to any Transferred Employees, except as required by Law. Except as set forth in Section 8.4(b) and Section 8.4(c), Purchaser shall have no liability whatsoever for, and Sellers shall retain and hold Purchaser harmless and indemnify Purchaser with respect to, any and all liabilities (including statutory or contractual severance benefits) with respect to, (i) any compensation or other obligations owing or purported to be owing to any current or former Business Employee or other service provider by any Seller, including any severance (including statutory or contractual severance benefits), separation pay, change of control payments or benefits, retention payments or any other payments or benefits arising in connection with the termination of such employee's employment by or such service provider's services to any Seller or any of their respective Affiliates (whether occurring or arising prior to, upon or after the Closing Date) or (ii) any cause of action under the WARN Act by any past or present Business Employee or other service provider (whether or not a Transferred Employee) in connection with such employee's employment with or such service provider's services to any Seller or any of their respective Affiliates (or any other "employment loss" or similar action identified in the WARN Act). As soon as reasonably practicable following Purchaser's request, and in any event no later than five (5) Business Days prior to the Closing Date, Sellers shall provide Purchaser with a written schedule of each "employment loss" (as defined in the WARN Act) experienced by any Business Employee or other service provider during the ninety (90) day period prior to the Closing Date (including the location of employment of such employee, and the reason for the employment loss) and such other information as Purchaser may reasonably request to determine whether any actions taken by Sellers prior to, upon or after the Closing Date, or any actions taken by Purchaser upon or after the Closing Date, is reasonably likely to require the delivery of notice or payment in lieu of notice (under the WARN Act or otherwise) to any individuals. Sellers and Purchaser intend that the Transactions shall not constitute a severance or termination of employment of any Business Employee or other service provider prior to or upon the Closing for purposes of any severance or termination benefit plan, program, policy, agreement or arrangement of Sellers, and that Transferred Employees shall have continuous and uninterrupted employment immediately before and immediately after the Closing.

(b) Sellers and Purchaser hereby agree to follow the standard procedure relating to employment Tax reporting as provided in Section 4 of Rev. Proc. 2004-53, I.R.B. 2004-35. Accordingly, Sellers shall have employment tax reporting responsibilities for the wages and other compensation paid by or on behalf of Sellers to Business Employees and Purchaser shall have employment tax reporting responsibilities for the wages and other compensation paid by or on behalf of Purchaser to Transferred Employees.

(c) Sellers shall be liable for all workers' compensation, short- and long-term disability, medical, prescription drug, dental, vision, life insurance, accidental death and dismemberment and other welfare benefit claims ("***Welfare Claims***") incurred (i) at any time by the Business Employees and other service providers and their eligible dependents who are not Transferred Employees, or (ii) prior to the Closing Date by the Transferred Employees and their eligible dependents. With respect to Welfare Claims incurred on or after the Closing Date by the

Transferred Employees and their eligible dependents, Purchaser shall be solely responsible. For these purposes, a Welfare Claim shall be deemed to be incurred: (A) in the case of workers' compensation and short-term disability benefits, at the time of the injury, sickness or other event giving rise to the claim for such benefits; (B) in the case of medical, prescription, drug, dental or vision benefits, at the time the professional services, equipment or prescription drugs covered by the applicable plan are obtained; (C) in the case of life insurance benefits, upon death; and (D) in the case of accidental death and dismemberment benefits, at the time of the accident. In the case of workers' compensation claims arising out of injuries with an identifiable date of occurrence sustained prior to the Closing Date, including injuries sustained on or after the Closing Date that are aggravations, exacerbations or re-injuries of medical conditions or diagnoses resulting from injuries that were sustained before the Closing Date or arising out of injuries or occupational diseases without an identifiable date of occurrence or exposure, originating from within Sellers' facilities and which are alleged to have been sustained or contracted on or prior to the Closing Date, such workers' compensation claims shall be deemed to be incurred prior to the Closing Date.

(d) Sellers shall be solely responsible for compliance with the requirements of Section 4980B of the Code and Part 6 of Subtitle I of ERISA, including provision of continuation coverage (within the meaning of COBRA), with respect to all Business Employees and other service providers, and their respective eligible spouses and dependents, for whom a qualifying event (within the meaning of COBRA) occurs at any time on or prior to the Closing Date (including qualifying events that occur in connection with the Transactions). Purchaser shall be responsible for compliance with such health care continuation requirements with respect to all Transferred Employees and their respective eligible spouses and dependents for whom a qualifying event (within the meaning of COBRA) occurs on or after the Closing Date.

(e) To the extent that a Transferred Employee is entitled under applicable Law to be paid for any vacation days accrued or earned but not yet taken by such Transferred Employee as of the Closing Date, the applicable Sellers shall pay to each Transferred Employee all amounts in respect of vacation days and other paid time off accrued but not taken by such Transferred Employee on or prior to the Closing Date and Purchaser shall have no obligation to honor such accrued vacation days or paid time off after the Closing Date.

(f) The Parties shall reasonably cooperate in good faith to assign to the Purchaser all Assumed Seller Plans, including all related pre-payments, deposits and refunds thereunder and any assets maintained pursuant thereto or in connection therewith, in each case effective as of the Closing. If the Purchaser's assumption of one or more Assumed Seller Plans is not practicable, the Parties shall reasonably cooperate in good faith to permit the transfer of the applicable assets of the applicable Seller Plan(s) related to the Transferred Employees to the corresponding Purchaser employee benefit plan(s) in accordance with the intent of this Agreement. The Parties shall cooperate in good faith to enter into such amendments to this Agreement as are necessary to effectuate the actions contemplated pursuant to this Section 8.4(f).

(g) If requested by Purchaser in a writing delivered to the Sellers following the date hereof and no later than thirty (30) days following the date hereof, Sellers shall adopt resolutions to terminate, effective as of no later than the day before the Closing Date, any Seller Plan that is a defined contribution plan that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (a "Seller 401(k) Plan"). Sellers shall provide

Purchaser with a copy of the resolutions and any plan amendments, notices and other documents prepared to effectuate the termination of the Seller 401(k) Plans in advance and give Purchaser a reasonable opportunity to comment on such documents in advance (which comments shall be considered in good faith), and prior to the Closing Date, Sellers shall provide Purchaser with the final documentation evidencing that the Seller 401(k) Plans have been terminated effective as of no later than the day before the Closing Date.

(h) Following the date of this Agreement, Sellers and Purchaser shall reasonably cooperate in all matters reasonably necessary to effect the transactions contemplated by this Section 8.4, including (i) exchanging information and data relating to workers' compensation, employee benefits and employee benefit plan coverages and any information that is reasonably necessary to affect their respective Tax withholding, accounting and reporting obligations under applicable Law, (ii) in obtaining any governmental approvals required hereunder, (iii) in responding to reasonable questions posed by employees, labor unions, employee representatives or any other persons or entities, (iv) providing offers of employment to the Business Employees and (v) transferring to Purchaser, no later than the Closing Date, all employee records, including all current employment eligibility verification form and related records, documents and papers, of the Transferred Employees.

(i) The Parties shall reasonably cooperate in good faith with respect to any communications to Business Employees and other service providers regarding the Transactions. Sellers will provide Purchaser with a reasonable opportunity to review and comment on any communications intended for the Business Employees and other service providers that it desires or has to send to Business Employees or other service providers prior to the Closing Date. Purchaser will provide Sellers with a reasonable opportunity to review and comment on any communications intended for the Business Employees and other service providers (including regarding its offers of employment) that it desires or has to send to Business Employees and other service providers prior to the Closing Date or to terminate the services of any service provider of the Seller or any of its Affiliates.

(j) The Parties acknowledge and agree that all provisions contained in this Section 8.4 are included for the sole benefit of the parties to this Agreement, and that nothing in this Agreement, whether express or implied, shall create any third party beneficiary or other rights (i) in any other Person, including any employee, former employee or other service provider of Sellers (including the Business Employees), any participant in any employee benefit plan maintained by any of the Parties, or any dependent or beneficiary thereof, or (ii) to continued employment or engagement with any of the Parties or any of their respective Affiliates. Nothing in this Agreement shall affect the right of the Parties or any of their respective Affiliates or the Sponsor to terminate the employment of its employees. Nothing contained in this Section 8.4 is intended to be or shall be considered to be an amendment or adoption of any Seller Plan or any other plan, program, Contract, arrangement or policy of the Parties or any of their respective Affiliates or the Sponsor. In addition, nothing contained in this Section 8.4 shall interfere with the Parties' or any of their respective Affiliates' or the Sponsor's right to amend, modify or terminate any Seller Plan in accordance with its provisions or to terminate the employment or engagement of any employee or other service providers of Sellers (including the Business Employees).

8.5 Publicity. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no Party shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Parties (which consent shall not be unreasonably withheld or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement.

8.6 Expenses. Except to the extent otherwise specifically provided in this Agreement, each Party shall bear its expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel and accountants.

8.7 Disclosure Schedules; Further Assurances.

(a) The Sellers shall expeditiously prepare the Disclosure Schedules and other schedules as needed (other than those to be jointly prepared by the Sellers and the Purchaser) and deliver them to Purchaser for its review and approval within ten (10) Business Days following the date of this Agreement. Without limiting, amending or otherwise modifying any rights of a Party to amend any schedule prior to the Closing as set forth elsewhere in this Agreement, the Parties shall work together in good faith to finalize the Disclosure Schedules and any other schedules contemplated by this Agreement as soon as reasonably practicable following the date of this Agreement.

(b) Subject to the terms and conditions of this Agreement, the Bankruptcy Code and any Orders of the Bankruptcy Court, each Seller agrees that it will use commercially reasonable efforts to take, or cause to be taken, all reasonable actions and to do, or cause to be done, and cooperate with each other with respect to all things necessary or desirable under applicable Laws to consummate the Transactions. Each Seller agrees to execute and deliver, or cause to be executed and delivered, to Purchaser such other instruments of conveyance and transfer, and to take all such further acts as may be reasonably required to further transfer and assign to Purchaser all of the Purchased Assets, and to vest in Purchaser good and marketable title to each of the Purchased Assets.

(c) Subject to the terms and conditions of this Agreement, the Bankruptcy Code and any Orders of the Bankruptcy Court, Purchaser agrees that it will use commercially reasonable efforts to take, or cause to be taken, all reasonable actions and to do, or cause to be done, and cooperate with each other with respect to all things necessary or desirable under applicable Laws to consummate the Transactions. Each Seller agrees to execute and deliver, or cause to be executed and delivered, to Purchaser such other instruments of conveyance and transfer, and to take all such further acts as may be reasonably required to cause Purchaser to assume the Assumed Liabilities in accordance with this Agreement and as may otherwise be appropriate to carry out the transactions contemplated by this Agreement.

8.8 Governmental Approvals. Sellers and Purchaser shall cooperate with one another in good faith (a) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any Assumed Contracts or any Transferred Intellectual Property Rights included in the Purchased Assets, in connection with the Transaction, and (b) in taking such actions

or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers. Each Party shall, as promptly as possible, (i) make, or cause or to be made, all filings and submissions required under any Law applicable to such Party or any of its Affiliates; and (ii) use commercially reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, Orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall not be required to take or agree to take any action, including entering into any consent decree, hold, Order or other arrangements, that would (A) require or result in the sale, divestiture or other direct or other disposition of any assets or businesses of Purchaser or any of its Affiliates or (B) limit Purchaser's or any of its Affiliates' freedom of action with respect to, or its or their ability to retain, consolidate or control, the Purchased Assets or any assets or businesses of Purchaser or any of its Affiliates.

8.9 Notice of Certain Matters. Sellers and Purchaser will give prompt written notice to the other Parties of (a) the existence of any fact or circumstance, or the occurrence of any event, of which any Seller has Knowledge or Purchaser has knowledge that would reasonably be likely to cause a condition to a Party's obligations to consummate the transactions contemplated hereby set forth in ARTICLE VII not to be satisfied as of any date, or (b) the receipt of any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; provided, however, that the delivery of any such notice pursuant to this Section 8.9 shall not be deemed to amend or supplement this Agreement and the failure to deliver any such notice shall not constitute a waiver of any right or condition to the consummation of the transactions contemplated hereby by any Party.

8.10 Bulk Transfer Laws. The Parties hereby waive (a) compliance with the provisions of any so-called bulk sales or bulk transfer law of any jurisdiction in connection with the sale of any or all of the Purchased Assets to Purchaser hereunder and (b) all claims related to the non-compliance therewith.

8.11 Insurance.

(a) To the extent that any of Purchaser's rights to insurance under the Insurance Policies (including those listed as a Retained Asset on Schedule 2.2(c)), or to proceeds therefrom, relating to the damage, destruction, taking or other impairment of any of the Purchased Assets or to liabilities arising from Assumed Liabilities, including insurance for pre-Closing occurrences, direct property loss and business interruption or other time element losses, are not transferable or assignable, then as promptly as practicable following receipt of a written request from Purchaser, Sellers shall use their commercially reasonable efforts to pursue recovery on all such claims; in their own names or as attorney-in-fact (or other representative capacity) for Purchaser, including but not limited to the rights to make, administer and settle claims under any Insurance Policies and to pursue and exhaust applicable coverage (including initiating, prosecuting and resolving litigation), subject to direction and control by Purchaser; provided, however, that Purchaser shall, within five (5) calendar days after receipt of written request therefor, reimburse Sellers and any of their Affiliates for any reasonable, documented out-of-pocket cost or expense incurred in the performance of Sellers' obligations under this Section 8.11. Purchaser and Sellers shall cooperate in the making and recovery of any such claims for insurance proceeds. Upon the receipt by Sellers

of any such insurance proceeds or condemnation proceeds relating thereto, Sellers shall as promptly as practicable pay Purchaser such proceeds (but only to the extent those proceeds represent payment or reimbursement by an insurer for any damage, destruction, other impairment or other time element losses or liability, costs, expenses or losses arising from, any Assumed Liabilities actually suffered or incurred by Purchaser, or the costs of repair borne by Purchaser, in each case, in excess of any losses, damages, costs and expenses or other amounts borne by Sellers or any of their Affiliates or the Sponsor in connection with such claims). Additionally, Purchaser shall pay the amount of any deductibles, self-insured retentions, co-insurance or similar expenses (other than increases in premiums) that would otherwise be borne by Sellers or any of their Affiliates or the Sponsor as a result of any such claims.

(b) To the extent any Insurance Policy (including but not limited to those policies listed on Schedule 2.2(c)), provides “occurrence based” liability insurance, Sellers shall request that, prior to the Closing, Purchaser be added as an additional insured, on a primary and noncontributory basis for claims or loss arising from or relating to the Purchased Assets and Assumed Liabilities, under such Insurance Policy for the current policy year and the preceding six (6) policy years and shall take all commercially reasonable steps to ensure that Purchaser is so added. Additionally, to the extent any Insurance Policy (including but not limited to those policies listed on Schedule 2.2(c)), provides “claims made” liability insurance coverage, Sellers shall request and take commercially reasonable steps to ensure that such Insurance Policy continues to provide similar coverage, in all material respects, for pre-Closing wrongful acts, errors or omissions arising from or relating to the Purchased Assets and Assumed Liabilities for a period of six (6) years following the Closing or a different period to which the Sellers’ insurance carriers are willing to agree and that is mutually agreed upon by Sellers and Purchaser. Purchaser shall, within five (5) calendar days after receipt of written request therefor, reimburse Sellers and any of their Affiliates and the Sponsor for any documented reasonable out-of-pocket cost or expense incurred in the performance of Sellers’ obligations under this Section 8.11

8.12 Change of Name. As soon as practical, and in any event no later than thirty (30) days after the Closing Date, CIS shall amend its certificate of incorporation in the State of Oklahoma to provide for the change of its corporate name to a name other than, and one not similar to, “Cleveland Integrity Services, Inc.” (including that such name shall not include the words or “Cleveland” or “Integrity”), and shall effect such name change in each other jurisdiction in which it is authorized to transact business. Sellers shall promptly thereafter deliver to Purchaser true and complete copies of CIS’s articles of incorporation, as so amended, certified by the Secretary of State of Oklahoma, and certificates of the Secretary of State or similar office of each other jurisdiction in which it is authorized to transact business, evidencing the good standing of CIS in each such other jurisdiction under its new name. As of and following the Closing Date, CIS shall not conduct business under the name “Cleveland Integrity Services, Inc.” or under any name that is confusingly similar thereto or includes the words “Cleveland” or “Integrity.”

ARTICLE IX CLOSING AND TERMINATION

9.1 Closing. The closing (the “**Closing**”) of the Transactions shall be held on or within three (3) Business Days after the conditions set forth in ARTICLE VII are or, if legally permissible, waived (other than those conditions that by their nature are to be satisfied (or validly waived) at

the Closing, but subject to such satisfaction or waiver) (or such other date as the Parties may agree in writing), remotely via the electronic exchange of documents and signature pages or at such other time or place as Purchaser and Sellers may agree. The date on which the Closing occurs is referred to as the “**Closing Date.**”

9.2 Termination. This Agreement and the Transactions may not be terminated prior to the Closing except as follows:

(a) Upon the mutual written consent of Sellers and Purchaser.

(b) By Sellers if Sellers are not then in material breach of any provision of this Agreement that would give rise to the failure of a condition set forth in Section 7.1 or Section 7.2, and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant, obligation or agreement made by Purchaser pursuant to this Agreement that would, either individually or in the aggregate, if occurring or continuing on the Closing Date, give rise to the failure of any of the conditions specified in Section 7.1 or Section 7.3 and such breach, inaccuracy or failure to perform is not curable or has not been cured within ten (10) Business Days’ written notice thereof to Purchaser.

(c) By Purchaser if:

(i) Purchaser is not then in material breach of any provision of this Agreement that would give rise to the failure of a condition set forth in Section 7.1 or Section 7.3 and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Sellers pursuant to this Agreement that would, either individually or in the aggregate, if occurring or continuing on the Closing Date, give rise to the failure of any of the conditions specified in Section 7.1 or Section 7.2 and such breach is not curable or has not been cured within ten (10) Business Days’ written notice thereof to Sellers;

(ii) as a result of an Order of the Bankruptcy Court, the Bankruptcy Cases are converted to chapter 7 and a chapter 7 trustee is appointed with respect to Sellers;

(iii) Sellers (A) withdraw, or seek to withdraw, the Sale Motion, or (B) announce or file a plan or other transaction, or seek to file a plan or other transaction, contemplating reorganization or sale of all or any part of any Seller under the Bankruptcy Code that does not comply with the terms and conditions of this Agreement;

(iv) Sellers fail to comply with the DIP Order or DIP Facility (subject to any cure or grace periods contained therein) (including, for the avoidance of doubt, if an “Event of Default” thereunder occurs);

(v) for any reason the Purchaser is unable, pursuant to Bankruptcy Code Section 363(k), to credit bid in payment of all or any portion of the Credit Bid Amount; or

(vi) (A) Sellers fail to deliver the Disclosure Schedules within ten (10) Business Days of this Agreement in accordance with Section 8.7, or (B) within five (5) Business Days after the Parties have agreed upon the final and complete form of the

Disclosure Schedules if, based on such final and complete Disclosure Schedules, the Purchaser is not satisfied, as determined in its sole discretion, with the diligence of (or its due diligence findings regarding) the Purchased Assets, Assumed Liabilities and/or the Business and operations of the Sellers.

(d) By either Sellers or Purchaser if:

(i) the Closing shall not have been consummated on or before the date that is sixty (60) calendar days following the Petition Date (or such later date as mutually agreed by Sellers and Purchaser) (the “**Termination Date**”); provided, that by written notice to Sellers, Purchaser may, in its sole discretion, extend the Termination Date to an alternative later date which is no later than six (6) months following the original Termination Date as contemplated by this Section 9.2(d)(i); provided, further, that neither party shall have the right to terminate this Agreement pursuant to this Section 9.2(d)(i) if the Closing shall not have occurred on or prior to the Termination Date (as it may be extended pursuant to the preceding proviso) due to such Party’s failure to perform any covenants or breach of any representation or warranty of such Party set forth in this Agreement;

(ii) (A) there shall be a Final Order of any nature which is in effect and has the effect of making the Transactions illegal, otherwise restraining or prohibiting consummation of the Transactions or causing any of the Transactions to be rescinded following completion thereof and (B) such Final Order remains in effect for five (5) Business Days after notice thereof has been received by the Sellers and the Purchaser; or

(iii) (A) there shall be a Law of any nature which is in effect and has the effect of making the Transactions illegal, otherwise restraining or prohibiting consummation of the Transactions or causing any of the Transactions to be rescinded following completion thereof and (B) such Law remains in effect for five (5) Business Days after notice thereof has been received by the Sellers and the Purchaser.

(e) Automatically, if Sellers close or consummate (or otherwise seeks approval from the Bankruptcy Court of) an Alternative Transaction or the Bankruptcy Court enters an Order approving such Alternative Transaction.

The Party desiring to terminate this Agreement pursuant to this Section 9.2 (other than pursuant to Section 9.2(a) or Section 9.2(e)) shall give notice of such termination to the other Party in accordance with Section 11.2.

9.3 Effect of Termination

(a) Upon the termination of this Agreement in accordance with Section 9.2 hereof, and except as set forth in this Section 9.3, the Parties shall be relieved of any further obligations or liability under this Agreement other than obligations or liabilities for any intentional and willful breaches of this Agreement by such Person occurring prior to such termination.

(b) Notwithstanding anything to the contrary contained herein, the provisions of this Section 9.3, Section 8.6 and ARTICLE XI shall survive any termination of this Agreement.

ARTICLE X
TAX MATTERS

10.1 Cooperation. Sellers agree to furnish or cause to be furnished to Purchaser, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the preparation and filing of any Tax returns (including any claim for a Tax refund) by Purchaser, the making of any election relating to Taxes by Purchaser, the determination of liability for Taxes, the preparation for any audit or examination by any Governmental Authority, and the prosecution or defense of any Claim, assessment, suit or other Legal Proceeding relating to any Tax. Sellers and Purchaser shall cooperate with each other in good faith in the conduct of any audit, examination or other Legal Proceeding relating to Taxes involving the Purchased Assets or the Business.

10.2 Transfer Taxes. Subject to the Transfer Taxes Cap, Purchaser shall bear and be responsible for paying any Transfer Taxes, regardless of whether any Tax authority seeks to collect such Taxes from Sellers or Purchaser. Purchaser shall also be responsible for (a) administering the timely payment of such Transfer Taxes directly to the correct Tax authorities, (b) defending or pursuing any proceedings related thereto, and (c) paying any expenses related thereto. Sellers shall give prompt written notice to Purchaser of any proposed adjustment or assessment of any Transfer Taxes. In any proceedings, whether formal or informal, Sellers shall permit Purchaser to participate and control the defense of such proceeding with respect to such Transfer Taxes, and shall take all actions and execute all documents required to allow such participation. The Parties will each timely sign and deliver (or cause to be timely signed and delivered) such certificates or forms as may be necessary or appropriate (and will each otherwise cooperate) to establish any available exemption (or otherwise reduce) with respect to any such Taxes or fees. The Parties shall cooperate in good faith to minimize, to the fullest extent possible under applicable Law, the amount of any such Transfer Taxes.

10.3 Provision of Tax Forms. Sellers agree to provide, before the Closing Date, any forms or other documentation reasonably requested by Purchaser to reduce or eliminate any withholding Taxes that could be imposed on any of the transactions contemplated by this Agreement.

10.4 Property Taxes. Notwithstanding anything contained in Section 3.2(c) to the contrary, all Property Taxes for a Tax period which includes (but does not end on) the Closing Date (collectively, the “***Apportioned Obligations***”) shall be apportioned between the Sellers, on the one hand, and Purchaser, on the other hand, based on the number of days of such Tax period included in the Pre-Closing Tax Period and the number of days of such Tax period included in the Post-Closing Tax Period. Sellers shall be liable for the proportionate amount of the Apportioned Obligations that is attributable to the Pre-Closing Tax Period, and Purchaser shall be liable for the proportionate amount of the Apportioned Obligations that is attributable to the Post-Closing Tax Period. For the avoidance of doubt, any Tax refund of any of the Sellers that is attributable to the Apportioned Obligations shall be promptly paid to Purchaser.

10.5 Apportionment. Apportioned Obligations shall be timely paid, and all applicable filings, reports and Tax Returns shall be filed, as provided by applicable Law. The paying Party shall be entitled to reimbursement from the non-paying Party for Apportioned Obligations for

which the non-paying Party is liable pursuant to this Section 10.5. Upon payment of any such Apportioned Obligation, the paying Party shall present a statement to the non-paying Party setting forth the amount of reimbursement to which the paying Party is entitled under this Section 10.5, together with such supporting evidence as is reasonably necessary to calculate the amount to be reimbursed. The non-paying Party shall make such reimbursement promptly, but in no event later than ten (10) days after the presentation of such statement. Any payment not made within such time shall bear interest at the rate per annum equal to four percent (4%).

ARTICLE XI **GENERAL PROVISIONS**

11.1 Bankruptcy Court Approval. This Agreement and the transactions contemplated hereby are contingent upon the Bankruptcy Court's entry of the Bid Procedures Order and of the Sale Order.

11.2 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted via electronic mail to the e-mail address set out below if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (c) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service (with confirmation) to the respective Parties at the applicable address set forth below, unless another address has been previously specified in writing, or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, to the respective Parties at the applicable address set forth below, unless another address has been previously specified in writing:

If to Purchaser, to:

CIS Purchaser, LLC
c/o Owl Rock Capital Corporation
399 Park Ave 38th Floor
New York, NY 10022
Attn: Brian Finkelstein
Mark Nixdorf
E-mail: brian.finkelstein@blueowl.com
mark.nixdorf@blueowl.com
Phone: 212-419-3000

With a copy to:

Proskauer Rose LLP
One International Place
Boston, MA 02110
Attention: David M. Hillman, Esq.; Steven M. Peck, Esq.; Kristian M. Herrmann, Esq.
E-mail: dhillman@proskauer.com; speck@proskauer.com; kherrmann@proskauer.com

If to Sellers, to:

Cleveland Integrity Services, Inc.
CIS Treasury, LLC
370690 Old Highway 64
Cleveland, OK 74020
Attn: Matt Kesner
E-mail: Matt.kesner@clevelandintegrity.com
Phone: 918-358-5735

With a copy to:

Gray Reed & McGraw LLP
1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056
Attn: Jason Brookner, Aaron Kaufman, Lydia Webb; Brock Niezgoda
E-mail: jbrookner@grayreed.com; akaufman@grayreed.com; lwebb@grayreed.com;
bniezgoda@grayreed.com

11.3 Survival of Representations, Warranties, Covenants and Agreements. All representations and warranties made by each Party in this Agreement shall terminate on the Closing Date and not survive the Closing upon, but subject to, the purchase of the Purchased Assets by Purchaser, and neither Sellers, Purchaser nor any of their respective Affiliates nor the Sponsor shall have any liability after the Closing Date for any breach of any representation or warranty made by such Party in this Agreement. Except as specifically set forth otherwise in the Agreement, all covenants, obligations and agreements of Sellers and/or Purchaser shall lapse at, and be of no further force and effect following, the Closing.

11.4 Binding Effect. Except as may be otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, including any trustee, responsible Person, estate administrator, representative or similar Person appointed for or in connection with the Bankruptcy Case or in any subsequent case under the Bankruptcy Code in which any Seller is a debtor. Except as otherwise provided in this Agreement, nothing in this Agreement is intended or shall be construed to confer on any Person other than the Parties any rights or benefits hereunder.

11.5 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

11.6 Exhibits and Schedules. The Exhibits and Schedules referred to in this Agreement shall be deemed to be an integral part of this Agreement.

11.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Any signature delivered by a Party via facsimile or delivered electronically in PDF format shall be deemed to be an original signature hereto.

11.8 Governing Law/Jurisdiction. Except to the extent inconsistent with the Bankruptcy Code (in which case the Bankruptcy Code shall govern), this Agreement and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement or the Transaction Documents or the negotiation, execution or performance of this Agreement or the Transaction Documents (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement as an inducement to enter this Agreement) shall be governed by and construed under New York law, without regard to conflict of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement or the Transaction Documents shall be brought against any of the Parties exclusively in the Bankruptcy Court, or, if the Bankruptcy Court does not have or declines to exercise jurisdiction, in the courts of the State of New York, or, if it has or can acquire jurisdiction, in the United States District Court located in Southern District of New York, and each of the Parties consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waive any objection to venue in those courts. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

11.9 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY IN ANY ACTION TO WHICH THEY ARE PARTIES INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

11.10 Waivers. Compliance with the provision of this Agreement may be waived only by a written instrument specifically referring to this Agreement and signed by the Party waiving compliance. No course of dealing, nor any failure or delay in exercising any right, shall be construed as a waiver, and no single or partial exercise of a right shall preclude any other or further exercise of that or any other right.

11.11 Pronouns. The use of a particular pronoun herein shall not be restrictive as to gender or number but shall be interpreted in all cases as the context may require.

11.12 Modification. No supplement, modification or amendment of this Agreement shall be binding unless made in a written instrument which is signed by all of the Parties and which specifically refers to this Agreement.

11.13 Successors/Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Purchaser may assign any and all of its rights, title and interest in this Agreement to its designee, affiliate or assignee at its sole election. No assignment by any Seller of this Agreement or any right or obligation hereunder may be made without the prior written consent of the Purchaser, and any assignment attempted without such consent will be void *ab initio*.

11.14 Entire Agreement. This Agreement, including the Schedules and Exhibits hereto, and the other agreements and documents referred to in this Agreement or delivered hereunder are the exclusive statement of the agreement among the Parties concerning the subject matter hereof. All negotiations among the Parties are merged into this Agreement, and there are no

representations, warranties, covenants, understandings or agreements, oral or otherwise, in relation thereto among the Parties other than those incorporated herein and to be delivered hereunder.

11.15 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws effective during the term hereof, then to the maximum extent permitted by Law, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

11.16 No Third Party Beneficiaries. No provision of this Agreement is intended to confer upon any Person other than the Parties any rights or remedies hereunder; provided, that (a) each of the Seller Released Parties shall be a third-party beneficiary of Section 11.18 with full rights of enforcement as though each such Seller Released Party was a signatory to this Agreement and (b) each of the Purchaser Released Parties shall be a third-party beneficiary of Section 11.19, with full rights of enforcement as though each such Purchaser Released Party was a signatory to this Agreement.

11.17 Non-Recourse. All claims or causes of action (whether in contract or in tort, at law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or related in any manner to this Agreement or the Transaction Documents may be made only against (and are expressly limited to) the Persons that are expressly identified as parties hereto or thereto (each a “**Contracting Party**”). In no event shall any Contracting Party have any shared or vicarious liability for the actions or omissions of any other Person. Except as otherwise set forth in this Agreement, no Person who is not a Contracting Party, including any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney or representative of, and any financial advisor or lender to, any of the foregoing, and including the Sponsor (“**Non-Party Affiliates**”), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute or based upon any theory that seeks to impose liability of an entity party against its owners or affiliates) for any claims, causes of action, obligations or liabilities arising under, out of, in connection with or related in any manner to this Agreement or the Transaction Documents or based on, in respect of, or by reason of this Agreement or the Transaction Documents or their negotiation, execution, performance or breach; and, to the maximum extent permitted by Law, each Contracting Party waives and releases all such liabilities, claims and obligations against any such Non-Party Affiliates.

11.18 Release of Sellers.

(a) As a material inducement to the Sellers’ willingness to enter into and perform this Agreement and to sell the Purchased Assets and the Assumed Liabilities for the consideration to be paid or provided to the Sellers in connection with such acquisition, the Purchaser, on behalf of itself and its assigns, heirs, beneficiaries, equityholders, creditors and each of its and their respective Affiliates and representatives (collectively, the “**Seller Releasing Parties**”), hereby releases and forever discharges each of the Sellers and their respective direct and indirect equityholders (and with respect to such equityholders, in their respective capacities, to the extent applicable, as equityholders, directors, officers, employees, independent contractors and/or service providers of the Business), including the Sponsor, and each of Seller’s individual, joint or mutual, past, present and future representatives, Affiliates, controlling persons and subsidiaries and the successors and assigns of the foregoing (collectively, the “**Seller Released Parties**”) for

any of the Seller Released Parties' actions or omissions, including the Sponsor Claims prior to the Closing in relation to or arising from the pre-Closing operations of the Business (collectively, the "**Purchaser Released Causes of Action**"), other than (i) in the case of fraud or criminal misconduct, (ii) claims under this Agreement and the other Transaction Documents and the documents implementing the Related Party Transactions, or (iii) any obligations owing by the Sellers as of the Closing under the Pre-Petition Facility (other than such obligations constituting the Credit Bid Amount). Each Seller Releasing Party hereby represents to the Seller Released Parties that such Seller Releasing Party (A) has not assigned any Purchaser Released Causes of Action or possible Purchaser Released Causes of Action against any Seller Released Party, (B) fully intends to release all Purchaser Released Causes of Action against the Seller Released Parties, including unknown and contingent Purchaser Released Causes of Action (other than those specifically reserved above), and (C) has consulted with counsel with respect to the execution and delivery of this general release and has been fully apprised of the consequences hereof. Furthermore, each Seller Releasing Party further agrees not to institute any Legal Proceeding against any Seller Released Party with respect to the released Purchaser Released Causes of Action. Each of the Seller Released Parties shall be express third-party beneficiaries of this Section 11.18.

(b) The Purchaser hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any Legal Proceeding of any kind against any Seller Released Parties, based upon any matter purported to be released hereby.

(c) In the event that any provision of this Section 11.18 is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Section 11.18 will remain in full force and effect. Any provision of this Section 11.18 held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.19 Release of Purchaser.

(a) As a material inducement to the Purchaser's willingness to enter into and perform this Agreement and to acquire the Purchased Assets and assume the Assumed Liabilities for the consideration to be paid or provided to the Sellers in connection with such acquisition, each Seller, on behalf of itself and its assigns, heirs, beneficiaries, equityholders, creditors, and each of its and their respective Affiliates and representatives (collectively, the "**Purchaser Releasing Parties**"), hereby releases and forever discharges the (i) Purchaser, (ii) the Agents and Lenders (as defined in that certain Credit Agreement, dated as of September 8, 2016, by and among CIS, as guarantor, the borrower and other guarantors party thereto, the other loan parties party thereto, the banks and financial institutions or entities from time to time party thereto and Owl Rock, as administrative agent), and (iii) the DIP Agent and DIP Lenders (as defined in the DIP Orders), and each of their individual, joint or mutual, past, present and future representatives, Affiliates, equityholders, controlling persons, subsidiaries, successors and assigns (collectively, the "**Purchaser Released Parties**") from any and all claims, demands, proceedings, causes of action, Orders, obligations, Contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, which each Purchaser Releasing Party now has, have ever had or may hereafter have against the respective Purchaser Released

Parties arising contemporaneously with or prior to the Closing or on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the Closing, that relate to or arise out of the Purchased Assets, the Assumed Liabilities or the Business (for the purposes of this Section 11.19, “***Seller Released Causes of Action***”); provided, however, that nothing contained herein shall operate to release any obligation of the Purchaser arising under this Agreement or any of the other Transaction Documents or the documents implementing the Related Party Transactions. Each Purchaser Releasing Party hereby represents to the Purchaser Released Parties that such Purchaser Releasing Party (A) has not assigned any Seller Released Causes of Action or possible Seller Released Causes of Action against any Purchaser Released Party, (B) fully intends to release all Seller Released Causes of Action against the Purchaser Released Parties, including unknown and contingent Seller Released Causes of Action (other than those specifically reserved above), and (C) has consulted with counsel with respect to the execution and delivery of this general release and has been fully apprised of the consequences hereof. Furthermore, each Purchaser Releasing Party further agrees not to institute any Legal Proceeding against any Purchaser Released Party with respect to the released Seller Released Causes of Action. Each of the Purchaser Released Parties shall be express third party beneficiaries of this Section 11.19.

(b) Each Seller, on behalf of itself and each other Purchaser Releasing Party, hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any Legal Proceeding of any kind against the Purchaser Released Parties, based upon any matter purported to be released hereby.

(c) Without in any way limiting any of the rights and remedies otherwise available to the Purchaser Released Parties, each Seller (on a joint and several basis) shall indemnify, defend and hold harmless (and reimburse) each Purchaser Released Party from and against all damages and liabilities whether or not involving third-party claims, arising, directly or indirectly, from or in connection with (i) the assertion by or on behalf of any Seller (or any other Purchaser Releasing Party) of any claim or other matter purported to be released pursuant to this Section 11.19 and (ii) the assertion by any third party of any claim or demand against the Purchaser Released Parties which claim or demand arises, directly or indirectly, from, or in connection with, any assertion by or on behalf of such Seller (or any other Purchaser Releasing Party) against such third party of any claims or other matters purported to be released pursuant to this Section 11.19.

(d) In the event that any provision of this Section 11.19 is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Section 11.19 will remain in full force and effect. Any provision of this Section 11.19 held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.20 Negotiated Agreement. Each Seller and Purchaser acknowledges that it has been advised and represented by counsel in the negotiation, execution and delivery of this Agreement and accordingly agrees that, if an ambiguity exists with respect to any provision of this Agreement, such provision shall not be construed against any Party because such Party or its representatives drafted such provision.

11.21 Specific Performance. The Parties agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with its specific terms

or was otherwise breached or the Closing was not consummated, and that money damages would not be an adequate remedy, even if available. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof (including the Parties' obligations to consummate the Closing) in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law, or in equity, or otherwise. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to post any bond or other security in connection with any such Order.


11.22 Use of Corporate Name or Trademark. After the Closing, the Sellers acknowledge that no rights in the name "CIS", "Cleveland Integrity Services", or any trademark, service mark or trade name included within the Intellectual Property constituting Purchased Assets, or any derivative or variation thereof or any name similar thereto will be retained by any of the Sellers or their respective Affiliates and the Sellers shall, and shall cause their Affiliates, to file such documents with the applicable secretaries of state, to seek an order from the Bankruptcy Court in form and substance acceptable to the Purchaser changing the case caption to reflect the Sellers' new names, and take all other necessary actions to, as promptly as practicable following the Closing (but in any event by the date that is thirty (30) days after the Closing), change the name of the Sellers and their respective Affiliates so that each such Person no longer uses "CIS", "Cleveland Integrity Services", or any trademark, service mark or trade name included within the Intellectual Property constituting Purchased Assets in its name (or in any "doing-business-as" or similar trade name).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first written above.

PURCHASER:

CIS PURCHASER, LLC

By: 

Name: Brian Finkelstein

Title: Authorized Signatory

SELLERS:

CLEVELAND INTEGRITY SERVICES, INC.

By: 
Name: Matt Kesner
Title: President & Chief Operating Officer

CIS TREASURY, LLC

By: 
Name: Matt Kesner
Title: President & Chief Operating Officer